

ROBERT H. GRIFFITH (admitted *pro hac vice*)
rgriffith@foley.com

FOLEY & LARDNER LLP
321 North Clark Street, Suite 2800
Chicago, IL 60654
Telephone: 312.832.4500
Facsimile: 312.832.4700

MICHAEL A. NARANJO, CA Bar No. 221449
mnaranjo@foley.com

FOLEY & LARDNER LLP
555 California Street, Suite 1700
San Francisco, CA 94104-1520
Telephone: 415.434.4484
Facsimile: 415.434.4507

Attorney for Defendant YOUNGEVITY
INTERNATIONAL, INC.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

BRYAN CANARY, individually and on behalf
of similarly situated,

Plaintiff,

vs.

YOUNGEVITY INTERNATIONAL, INC.,

Defendant.

) Case No. 5:18-cv-03261-EJD

) **DECLARATION OF STEVE WALLACH IN**
) **SUPPORT OF DEFENDANT'S MOTION TO**
) **DISMISS PLAINTIFF'S COMPLAINT**

) Judge: Edward J. Davila

) Magistrate Judge: Virginia K. DeMarchi

**DECLARATION OF STEVE WALLACH IN SUPPORT OF DEFENDANT'S MOTION TO
DISMISS PLAINTIFF'S COMPLAINT**

I, Steve Wallach, declare:

1. I am an adult resident of the State of California and am fully competent to testify as to the facts recited herein.

2. I am employed as a Chief Executive Officer of Youngevity International, Inc. ("Youngevity") and have been employed by Youngevity for 21 years.

3. I make this declaration based upon my personal knowledge and Youngevity's business records maintained in the ordinary course of its business.

4. Attached hereto as Exhibit 1 is a true and correct copy of Youngevity Distributor Advertising Approval Process and Approval Application, which was in effect in March 2018.

5. Attached hereto as Exhibit 2 is a true and correct copy of Youngevity's Policies & Procedures, which was in effect in March 2018.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 27, 2018.


Steve Wallach

EXHIBIT 1

Youngevity Distributor Advertising Approval Process and Approval Application

As all Youngevity Distributors should be aware, any and all advertising must be approved in advance of the production or use of said advertising. Failure to do so, constitutes a violation of the Youngevity distributor agreement, and may result in termination of your agreement and forfeiture of commissions. Note the following from Youngevity's policies and procedures manual (available for download from the Youngevity Team Member Resource Center center):

- E 1 Distributors shall not produce, promote, or use any copyrighted or otherwise proprietary materials containing the Company's names, programs, products, or logos, except those that are pre-approved and obtained directly from the Company. Any materials used that are not provided by Company, must be approved in advance by submitting said material in concert with the Youngevity Advertising Approval Application. Details of who may submit, and what can and cannot, and what will and will not be approved is detailed in the application, which can be obtained by contacting customer service.*
- E 2 Distributors shall not misrepresent product attributes and qualities to customers. Unauthorized, unwarranted, and unjustified product claims shall not be made.*

Advertising materials include, but are not limited to:

Flyers	Car Signs	Business Cards	Websites
Videos	Social Network Postings	PowerPoint Presentations	Classified Ads
E-Mail Solicitations	Text Message Solicitations	Blog Postings	Newsletters
Articles	Phone Scripts	Banners	Displays

Any printed or recorded information that includes any Youngevity trademarks, salesmarks, and or product names which is intended to promote Youngevity's products, services, distributorships, and or income opportunity is advertising. Any and all advertising must comply with the guidelines stated herein as well as to all sections of Youngevity's Policies and Procedures, Field Memorandums, and any other applicable statutes, State, Local, or Federal laws.

Youngevity goes to a great deal of time, energy, and expense to make sure that our Distributors have professional advertising materials available to them, and that said advertising is up to date, compliant, and will not place the Distributor in a situation where he/she violates company policies or federal, state, and or local statutes. It is important to realize that not only do we live in a litigious society, but we are in a highly regulated and monitored industry. For obvious reasons, Youngevity is reticent to approve any Distributor generated advertising. We will, however, consider each and every submission and will balance our decision based upon many factors. Youngevity reserves the right to deny or rescind approval on any advertising for any reason at any time.

If you wish to submit advertising for approval, please complete the following advertising approval form and submit to Youngevity corporate headquarters for approval. As we do receive many requests, please allow 1 to 2 weeks for a response. Submission for approval does not constitute approval, nor does it sanction any probationary period. You must not use any unapproved advertising at any time.

Criteria:

1. Only Distributors with a rank of SEMD or higher may submit advertising for approval. Distributors with other ranks must submit advertising for approval through their up-line SEMD (or higher). Any submissions by ranks other than SEMD or higher will be automatically denied.

2. Any advertising that includes pricing for products or services lower than Youngevity's established wholesale price or higher than Youngevity's established retail price will automatically be denied.
3. Any advertising that references other advertising (IE web addresses or phone numbers), must include all detailed information regarding said referred advertising, which must be approved in advance of current submission.
4. Any advertising that includes any reference to income potential mentioning any specific dollar amounts, or that can be construed as misleading or enticement, will be automatically denied.
5. Any advertising that suggests that Youngevity is anything other than a direct sales / network marketing organization (wholesale, retail, franchise, storefront, church, charity, etc.) will be automatically denied.
6. Any advertising that includes any language or other content that can be viewed as unprofessional, unethical, or that portrays Youngevity as favoring or disfavoring any ethnicity, political affiliation, or religion will be automatically denied.
7. All submissions are to be made in writing, including copies of all graphical content and copy and sent to

Youngevity
Attn: Advertising Approvals
370 W Center Street
Orem, UT 84058

8. Website or Internet related submissions must include all landing pages, home pages, links – including all referred to and referred from pages and or other sites, and any Banners, Banner Ads, E-Mail, blog postings, articles, Text Messages, or any other forms of advertising designed to drive traffic to or derive traffic from site or sites being approved.
9. Submissions for existing campaigns, websites, sizzle lines, etc., or any non-approved advertising already in use will automatically be denied. If you are currently engaged in any non-approved advertising campaigns, discontinue use immediately, submit for approval and resume if and when said advertising is approved.

EXHIBIT 2

A photograph of a woman and a man in business attire, smiling and looking at documents. The woman is on the left, wearing a white shirt, and the man is on the right, wearing a striped shirt and tie. They are both holding papers and a yellow pencil. The background is a bright, out-of-focus office setting.

Policies & Procedures

AMENDED SEPTEMBER 2014

Table of Contents

A. Introduction	3
B. Distributor Compensation And Definitions	3
C. Distributor Authorization	5
D. Distributor Practices	8
E. Prohibited Practices.....	9
F. Placement	11
G. Transfer Of Placement Distributorship	11
H. Ordering And Shipping Procedures.....	12
I. Advertising, Use Of Company Names, Protected Materials.....	16
J. Judicial Procedures	23
K. Amendments	26
L. General Business Ethics	27
M. Product Return Policy	28
N. Heritage Makers Terms and Conditions and Purchase	29
How to Reach Us	38

A | INTRODUCTION

The success of your independent network marketing business is directly related to relationships—relationships with customers, other Distributors, and the Company.

Tied closely to your success is the method by which the Company will compensate you for your participation in the Company's program as you conduct your business.

Experience has shown that a clear set of policies and procedures promotes harmony in vital relationships. By understanding well-defined compensation provisions, you can plan your efforts for maximum return and effectiveness. In addition, establishing proper policies ensures that equality of opportunity and fairness are available to all Distributor participants.

As you understand the Company's Policies and Procedures, you will want to follow "the spirit as well as the letter" of those policies. Your success is directly related to the service provided to others. You will find that following these policies will lead to greater success and rewards.

It is with great anticipation of your success that we present to you these policies and urge you to follow them closely and completely.

B | DISTRIBUTOR COMPENSATION AND DEFINITIONS

All Distributors will better understand the policies of the Company by understanding the Distributor Compensation Plan and Definitions of a number of basic terms. These terms are commonly used to explain policies and programs in Company literature and in discussions between Distributors.

- B 1** Company: The term "Company" as it is used throughout these policies and procedures, along with other literature, is to be considered synonymous, and can be used interchangeably with, Youngevity, or any of its subordinate and or contemporaneous companies or product lines; These companies and product lines include, but are not limited to any and all product brands, divisions, and or strategic alliances affiliated with or a part of Youngevity and or its parent company, AL International. This list is dynamic and will change from time to time. The current and complete list can be found by visiting www.youngevity.com.
- B 2** Product: Any commissionable item, program, or service that the Company makes available for Distributors to market.
- B 3** Distributor: A person or legal entity currently authorized to purchase products from the Company and to participate in the Distributor Compensation Plan. Distributor is a general term referring to all authorized Distributors as individuals and as a group regardless of the level or position attained in the program, including, but not limited to analogous terms such as associates, representatives, consultants, marketing directors, and entrepreneurs, among others.
- B 4** Enroller or Enrolling Distributor: A distributor who officially enrolls another Distributor in the Company's income opportunity. The Enrolling Distributor has the option to place the new Distributor into any position within his/her downline organization, or to retain the new Distributor on his/her front line and maintain the role of Placement Distributor. The Enrolling Distributor retains a vested interest in bonus commissions, as bonus commissions primarily follow the lines of enrollment, irrespective of placement within a given organization.
- B 5** Placement Distributor: A Distributor under which a new Distributor is placed, either by him/herself or by another Distributor in the Placement Distributor's direct Upline organization. The Placement Distributor is generally responsible for supervision and training of the placed Distributor. The Placement Distributor retains a vested

interest in residual commissions, GBV, and GQV, as these primarily follow the lines of placement, irrespective of enrollment within a given organization.

- B 6** Upline: All Placement Distributor's above a particular Distributor in lines of placement up to the Company. The entire Upline consists of all Placement Distributor's and Enrolling Distributor's that link or are between any particular Distributor and the Company.
- B 7** Downline: All Distributors via lines of enrollment or placement by any other Distributor below or emanating from a particular Distributor.
- B 8** Suggested Retail Price (SRP): The Company's recommended price for selling a particular product to retail customers. It is the intent that the Suggested Retail Price is the price that is charged for any and all product(s) that are sold to anyone that is not either an active Distributor or Preferred Customer of the Company. Prices are subject to change without notice. Please see current Price List for details.
- B 9** Wholesale Price (W/S): The maximum discounted price paid to the Company by Distributors for product. Also, the minimum price to be charged for selling product(s) to anyone that is not either an active Distributor or Preferred Customer of the Company. Prices are subject to change without notice. Please see current Price List for details.
- B 10** Bonus Volume (BV): A value amount assigned to individual products. This is the amount, singly and cumulatively, from which a distributor's Bonus and Residual Commissions are calculated. Please see the Youngevity Distributor Training Manual and the Youngevity Compensation Plan Guide for details on the Youngevity Compensation Plan.
- B 11** Personal Bonus Volume (PBV): Is the BV value of a Distributor's personal purchases/retail sales (all sales running through the Distributors personal I.D. Number) during a calendar month. Please see the Youngevity Distributor Training Manual and the Youngevity Compensation Plan Guide for details on the Youngevity Compensation Plan.
- B 12** Group Bonus Volume (GBV): The Bonus Volume (BV) purchased/sold by a Distributor's downline organization. The number of levels that are added cumulatively are dependent upon the specific parameters of the bonus in question. Please see the Youngevity Distributor Training Manual and the Youngevity Compensation Plan Guide for details on the Youngevity Compensation Plan.
- B 13** Qualifying Volume (QV): A value amount assigned to individual products. This is the amount, singly and or cumulatively, from which rank qualifications are calculated. Please see the Youngevity Distributor Training Manual and the Youngevity Compensation Plan Guide for details on the Youngevity Compensation Plan.
- B 14** Personal Qualifying Volume (PQV): The QV value of a Distributor's personal purchases/retail sales (all sales running through the Distributors personal I.D. Number) during a calendar month. Please see the Youngevity Distributor Training Manual and the Youngevity Compensation Plan Guide for details on the Youngevity Compensation Plan.
- B 15** Group Qualifying Volume (GQV): The total QV purchased/sold by a Distributor's downline organization. Different qualifying criteria may recognize different calculations – such as a certain number of downline levels, or cut-off's or percentages based upon downline rank complexion. Please see the Youngevity Distributor Training Manual and the Youngevity Compensation Plan Guide for details on the Youngevity Compensation Plan.
- B 16** Consumer: Any purchaser of a Company Product or Service that in turn consumes or utilizes said product or service. Consumers may be Retail Customers, Preferred Customers, Distributors, or unaffiliated with the Company in any way.
- B 17** Preferred Customer (PC): A product purchaser that enrolls with the Company as a Preferred Customer through a

Distributor and purchases product at the wholesale price through their own I.D. Number. Preferred Customers do not participate in, or benefit from the Company's Compensation System.

- B 18** Retail Customer: A product purchaser that is not enrolled as an active Distributor or Preferred Customer with the Company, and that purchases product, either directly from a Distributor, or through the Distributor's online shopping cart. Retail Customers do not participate in the Company's Compensation System.
- B 19** Retail Sale: A retail sale is a sale to an ultimate consumer of Company product. Included are:
- 1 Sales to Retail customers by the Distributor.
 - 2 Purchases by a Distributor who is purchasing for personal or family use in reasonable quantities and is not purchasing for the mere purpose of qualifying for bonuses, overrides, or advancement in the marketing program.
- B 20** Retail Profit: The amount a Distributor makes (gross) by purchasing an item at wholesale price and selling it at retail to a customer, or the difference between the wholesale price and retail price for items purchased directly through the Distributor's retail shopping cart. Retail sales for items purchased directly through the Distributor's retail shopping cart are subject to a surcharge of 5% of the retail profit amount, which is automatically levied in the net retail commission. Please see the Youngevity Distributor Training Manual for details on the Youngevity Compensation Plan.
- B 21** Compensation: Compensation refers to commissions paid to Distributors for product sales to consumers. See the Youngevity Distributor Training Manual for details and definitions relating to Distributor Compensation System.
- B 22** Titles or Ranks: Represents certain milestones of growth and production for a Distributor and his/her downline organization. Details of ranks, titles, and qualifications are detailed in the Youngevity Distributor Training Manual and the Youngevity Compensation Plan Guide. Ranks and the corresponding titles are shown two ways: Lifetime Rank – which is the highest rank achieved within the Compensation system, and Paid as Rank – represents the current qualification within a given calendar month. Some aspects of the Compensation Plan pay in concert with either a Representative's Lifetime Rank or Paid as Rank. See the Youngevity Distributor Training Manual and the Youngevity Compensation Plan Guide for details and definitions relating to Distributor Compensation System.
- B 23** Commissions: Commissions are a percentage (%) of the Bonus Volume of the products purchased/sold from the Company by Distributors. Commissions on downline activity are calculated and paid on both weekly and monthly cycles. Please see the Youngevity Distributor Training Manual and the Youngevity Compensation Plan Guide for details on the Youngevity Compensation Plan.
- B 24** 70% Rule: A rule which provides that Distributors may only purchase Company products for resale to consumers, for personal consumption, or to provide prompt product delivery to downline Distributors in their own personal group. Distributors may not stockpile or acquire excessive inventories. Prior to reordering any product, Distributors must certify that they have sold a minimum of 70% of all previous orders.

C | DISTRIBUTOR AUTHORIZATION

The following are rules related to initiating and maintaining Distributor authorization in the Company's program. In addition to the warehouse policies, all aspects of these Policies and Procedures apply to Youngevity warehouses.

- C 1** New Distributors enroll in the program by purchasing the Company's current Business Kit and submitting an Application/Agreement Form to become a Distributor, which, upon acceptance by the Company, is part of the contract between the

Distributor and the Company. This can be done using the paper application or electronically on-line through a replicated Distributor website. The Distributor Agreement is to be completed and endorsed by the person or entity applying to become a Distributor. This document contains important information which a prospective Distributor should read and understand before endorsing or otherwise applying for a Distributor Position. The Company reserves the right to reject, at its sole discretion, any application deemed unacceptable. Purchase of a Business Kit may be optional in some geographic areas. No purchase of Company products is required to become a Distributor.

- C 2** When an application for Distributor authorization is other than an individual or a husband and wife, the application must be signed by one or more legal representatives who have the power to bind the applying entity. A list of all principals, directors, officers, shareholders, or others with any beneficial interest must be submitted to the Company, complete with current names, addresses, phone numbers, and a detailed accounting of percentages and conditions of interest. While partnerships, corporations, and trusts may be accepted as Company Distributors, an individual may not have a beneficial interest or be listed in more than one Distributor Position without the prior written authorization of the Company. Every Distributor must have a numerical identification number ("ID number"). If the Distributor Position includes more than one person, the Social Security Number of the first applicant on the Distributor Agreement becomes the official Federal Tax ID Number. Any bonus check paid to a Distributor will be issued in the name of the first two applicants listed on the Distributor Agreement, if applicable.

Applicants and Distributors shall not submit any inaccurate or false information on a Distributor Agreement. Furthermore, a Distributor is responsible for informing the Company of any changes affecting the accuracy of the Distributor Agreement/Application. The Company reserves the right to immediately terminate a Distributor if the Company determines that false or inaccurate information has been provided. All proposed changes to a Distributor Position must be submitted to the Company in writing, along with a new Distributor Application/Agreement form with the word "Amendment" written across the top, or electronically with proper login and password by editing information through the Representative's replicated website and back office system.

- C 3** Authorization as a Distributor includes the right to sell products of the Company and to participate in the Company's Distributor Compensation Plan. No geographic territory in which the Company is operational shall be exclusive to any one or group of Distributors.
- C 4** Distributor applicants must be of the age of majority in the state or province in which they reside.
- C 5** Upon the death of the Distributor, his/her rights to bonuses and marketing position, together with Distributor responsibilities, shall pass to his/her successors in interest upon written application and approval by the Company. Written application must be received by the Company within ninety (90) days of the date of death. If the Company does not receive appropriate instruction within ninety (90) days of the death of a Distributor, the Distributor Position will be terminated or reassigned. The successor Distributor must fulfill all responsibilities of the Distributor.
- C 6** When a decision is made to terminate a Distributor, the Company will inform the Distributor in writing. The termination notice will be sent by certified mail, or other verifiable means requiring a recipient signature, to the Distributor's address on file with the Company. If deemed necessary by the Company, Distributors may be terminated by the Company for cause. The Company has the right to take quick and decisive action in limiting or terminating a Distributor who is found in violation of these Policies and Procedures, the Distributor Agreement, rules governing the Compensation Plan, or any state, provincial, or federal laws, statutes, and/or regulations deemed as pertinent by and at the sole discretion of the Company. Such disciplinary action may include oral and written warnings, suspension, forfeiture of bonus checks, or termination. In extreme cases of violations by a Distributor, the Company also reserves the right to pursue reasonable legal recourse, as well as reimbursement by a Distributor for any expenses, including attorney's fees and legal fees, generated from a violation. The issuance

of bad checks, attempts to persuade Distributors to change Placement Distributors, cross recruiting, fraudulent misrepresentation of the Company, and the commission of illegal or deceptive acts all constitute reasonable cause for termination, together with any other material breach or violation as noted above.

- C 7** An individual may terminate their Distributor Position at any time by providing written notice to the Company. Notice must be sent via certified mail, or other verifiable means, which may include FedEx, UPS, and or Electronic Mail with return receipt and delivery verification.
- C 8** Whether a Distributor is terminated through voluntary resignation or through termination by the Company, that Distributor is no longer entitled to sell Company products or to enroll other Distributors. In addition, said Distributor shall lose all rights to their existing downline and shall no longer be entitled to receive sales commissions, overrides, bonuses, awards, or any compensation whatsoever from the Company, nor shall they be entitled to any rights to their former downline genealogies or Distributor lists.
- C 9** Buy-back: Any Distributor who wishes to terminate through the Buy-Back policy must notify the Company of their intention in writing to the Company. The termination letter must list all the items to be returned, the quantities of each item, and the sales order number(s) under which each of the items was most recently purchased. The letter must be signed by all parties listed on the Distributor Agreement and must acknowledge the fact that the individual(s) listed on the Agreement may never again become a Distributor.

If the Distributor has purchased products for inventory purposes or unopened sales aids while the Distributor Agreement was in effect, all unopened products in a resalable condition then in possession of the Distributor, which have been purchased within one year of cancellation, shall be repurchased by the Company at a price ninety percent (90%) of the original net cost to the Distributor returning such goods, taking into account any sales made by or through Distributor prior to notification to the Company of the election to terminate. For Montana Distributors only: A Montana Distributor who cancels within 15 days, is entitled to a 100% refund of any consideration given to participate.

The Company will not issue any refunds on products previously certified as sold under the 70% rule.

- 1** For purpose of this policy, products shall not be considered “resalable condition” if returned for repurchase after the products’ commercially reasonable, usable, or shelf-life period has passed; nor shall products be considered if the Company clearly discloses to Distributors, prior to purchase, that the products are seasonal, discontinued, or special promotional products.
- 2** If bonuses were paid to a terminating Distributor’s Upline on volume represented by returned products, commissions related to such volume will be debited from all Upline Distributor accounts. A “clawback” transaction will appear in the personal purchases section of the Upline’s next “adjustment summary” with the name of the terminated Distributor in the description. Once the Buy-Back letter has been received by the Company, the Distributor will be contacted and provided with a Return Authorization Number, as well as the address to which the merchandise should be shipped. This Return Authorization Number must be clearly marked on the outside of each and every box which is being returned. Distributors are encouraged to use a traceable means of transport as the Company is not responsible for items lost in transit. Merchandise that is returned without this Return Authorization Number will be refused by the Company. Any merchandise being returned to the Company must be sent prepaid. Once the shipment has been verified, a credit will be issued and a check sent by the 15th of the following month, or a credit will be issued on the credit card originally used for the purchase. The Distributor will then be permanently terminated.

D | DISTRIBUTOR PRACTICES

- D 1** Distributors are independent contractors and are not: franchisees, partners, joint venturers, employees or agents of the Company or their Placement Distributors or Enrollers. Distributors must not imply or represent employment or agency relationships in any manner, including oral representations, printed material, or deceptive actions.
- D 2** Distributors are responsible for all taxes on income received from the Company on sales made by them, and for all and any other taxes, licenses, and fees, unless the Company has established specific written procedures which specify otherwise. The Company will collect and remit sales taxes when applicable on products at the federal, state, and provincial level. Distributors are responsible for any other taxes at any lower jurisdictional levels. The Company is not responsible for any expenses relating to a Distributor's business.
- D 3** Because Distributors are independent contractors, the Company does not dictate selling methods, specific hours, or effort levels, other than those required in Distributor/Company interactions and except as stated herein. Distributors must at all times adhere to Youngevity compliance guidelines and acceptable marketing and business practices.
- D 4** Personal product purchasers (retail or preferred customers) are not required to enroll as a Distributor.
- D 5** No Distributor will be compensated solely or merely for enrolling Distributors or Customers. Ultimately all compensation is based upon the selling of product to Consumers, which is the core of the Company's business. This fact must be emphasized in all recruiting presentations.
- D 6** Written sales receipts, which include information regarding the products sold, price, and Distributor's name, address, and telephone number must be given to every retail customer.
- D 7** Income paid to Distributors on sales for which the Company has given a refund, may, at the Company's option, be charged back to those Distributors.
- D 8** In the conduct of his/her business, the Distributor shall safeguard and promote the reputation of the Company and its products. The Distributor shall hold harmless, defend and indemnify the Company, its shareholders, officers, directors, employees, attorneys, accountants, agents, assigns, and successors in interest against any and all claims, lawsuits (civil or otherwise), losses and expenses of any kind, arising out of or relating to any claims or alleged connections with that Distributor's activities of any kind that violate any local, state, provincial, or federal laws or regulations.
- D 9** All Youngevity Distributor Applications, AutoShip Order Forms, and or any other official forms submitted to Youngevity must be endorsed by the party named on the respective form – Paper forms must contain an original signature and be mailed directly to Youngevity, and electronic forms must be viewed by, agreed to, and electronically endorsed by the appropriate party as stated within the particular form online. In the case of business entity, the endorser must be that of the legal registrant of the business name. At no time is a Distributor allowed to submit a Youngevity Distributor Application, AutoShip Order, or any other documentation that does not contain the endorsement of the named party in the manner stated above. At no time is a Youngevity Distributor allowed to submit a Youngevity Distributor Application, AutoShip Order Form, or any other documentation on which he/she has entered a signature of the named party regardless of permissions implied or received, as Youngevity does not and will not accept a "Power of Attorney" signature on any of its forms.
- D 10** From time to time, at Company events or other functions or occurrences, solely for the purposes of promoting the Products, the Company, or combination thereof, the Company may take photos, record audio and or video of events, testimonials, sessions, or interviews and the like. Said photos, video, and or audio may include the image, likeness, and or voice of any and or all attendees of the event, function, or occurrence. Attendees may include,

but are not limited to Distributors, Customers, and or prospective Distributors or Customers and or Guests of same (Hereinafter for the purposes of this section, will be inclusively referred to as “Subject”). Distributor agrees and understands that it is his/her responsibility to disclose this policy to any guest that he/she invites to any Company event, function, or other occurrence. Any such photography, videography, and or voice recording will be obvious and or clearly disclosed to the Subject. Company will use its best and reasonable efforts to ensure that no photos, videos, and or audio recordings will be gathered against the expressed wishes of the Subject. However, continued attendance by Subject at any event, function, or occurrence where photos, video, and or audio is being captured will, in all cases, be construed as agreement and acceptance of the following: Subject grants permission to the rights of his/her image, likeness and sound of his/her voice as recorded on audio or video without payment or any other consideration. Subject understands that his/her image may be edited, copied, exhibited, published or distributed and summarily waives the right to inspect or approve the finished product wherein his/her likeness appears. Additionally, Subject waives any right to royalties or other compensation arising from or related to the use of his/her image or recording. Subject also understands that these images and or recordings may be used in diverse educational, commercial or promotional settings within an unrestricted geographic area. As well, there is no time limit on the validity of this understanding and subsequent release, nor is there any geographic limitation on where these materials may be distributed.

E | PROHIBITED PRACTICES

- E 1** Distributors shall not produce, promote, or use any copyrighted or otherwise proprietary materials containing the Company’s names, programs, products, or logos, except those that are pre-approved and obtained directly from the Company. Any materials used that are not provided by Company, must be approved in advance by submitting said material in concert with the Youngevity Advertising Approval Application. Details of who may submit, and what can and cannot, and what will and will not be approved is detailed in the application, which can be obtained by contacting customer service.
- E 2** Distributors shall not misrepresent product attributes and qualities to customers. Unauthorized, unwarranted, and unjustified product claims shall not be made.
- E 3** Distributors shall not repackage or re-label any Company product. Nor shall the product be removed from its original packaging and resold in any way.
- E 4** Distributors shall not misrepresent the Company’s Compensation Plan for Distributors. No misleading or deceptive statements about the Plan shall be made. No opportunity or income exaggerations are to be given. If actual income examples, extrapolations, or geometric progressions are used, actual typical incomes of Company’s Distributors at all levels must also be disclosed. Examples used to illustrate how the Plan works are allowed if they are specified as “examples only” and any relevance to anticipated success is disclaimed.
- E 5** There are no franchises or exclusive territories as a part of the Company’s Distributor Compensation Plan. No Distributor may represent that any such territory or franchise exists or can be sold as part of the Distributor program.
- E 6** All Distributors are Independent Contractors; the Company imposes no restrictions on any Distributor’s participation or sales activities in other businesses or programs other than Youngevity except as said activities or programs would cause or create a violation of any provision of Distributor’s agreement with the Company or any of these policies and procedures.
- E 7** Distributor lists, including downline sales organization information, is proprietary and confidential to the Company,

with the exception of first level, personally enrolled Distributors. The Company may forward genealogical information at a nominal cost to Distributors, in strict and complete confidence, to help them manage their downline sales organization and for no other purpose.

Every Distributor who is provided with such information shall treat it as confidential and take care to maintain its secrecy as well as refrain from making any use thereof for any purpose other than the management of his/her downline sales organization. Without limiting the generality of the foregoing, no such information may be used in cross-recruiting or with the intent to entice Company Distributors into other network marketing organizations.

Any violation of this policy by a Distributor will result in the immediate suspension and/or termination of the offending Distributor. Furthermore, the offending Distributor could be subject to legal action for injunctive relief and/or damages.

- E 8** Distributors shall not cause any Company product or name to be sold or displayed in any retail establishment of any kind, including, but not limited to, civilian, military, internet based or otherwise, except those establishments and or virtual locations specifically authorized and licensed in writing by the Company. As a general rule, the Company discourages distributors from using any website for promotion other than those replicating websites provided by the Company to its distributors. Distributors using weblogs ('blogs'), online forums, video-streaming websites, chat rooms, social networking sites or systems, auction sites, or any other internet based systems are subject to the guidelines of the Company Policies and Procedures. Any violation of the terms of service of any of the aforementioned systems may subsequently be considered a violation of Youngevity Policies and Procedures. The Company reserves the right to investigate reported infractions and to enforce its Policies and Procedures.
- E 9** Distributors shall not engage in any unlawful practices.
- E 10** All purchases of Youngevity products, literature, and promotional material must be purchased from Youngevity in accordance with the stated Policies & Procedures. Youngevity Distributors and/or Preferred Customers are not allowed to purchase Youngevity products, literature, and promotional material from a Youngevity supplier. At the request of the Youngevity suppliers, Youngevity Distributors and Preferred Customers are not allowed to contact any Youngevity suppliers for any reason. Contact is described as, but not limited to, telephone calls, recorded voice messages (voicemail), facsimile transmission (fax), written communication, or electronic correspondence (e-mail). Any violation of this policy can, depending on severity, result in the termination of Distributors or Preferred Customer status.
- E 11** Distributors, whether active or otherwise, shall not re-sell any product(s) in any form or combination with any other product unless it is complete, factory sealed, and in its original packaging with all required labels intact. Pricing for said product(s) is strongly recommended to be equal to the Suggested Retail Price, but under no circumstances shall be less than the current wholesale price for same item as published by the Company. Distributors are prohibited from using any advertisement or commercial enticement that is not provided directly by the Company. Prohibited enticements include, but are not limited to, less than "wholesale plus sales tax" pricing, free shipping, quantity discounts, or any and all other perks and or incentives offered in conjunction with the purchase of any Company product or service.
- E 12** Distributors are strictly forbidden from Cross-Recruiting, and shall not sell, recruit, propose, or in any other way induce or attempt to induce any other Distributor to purchase any product or service, or to participate in any other income opportunity, investment, venture, or commit any other activity deemed, at the full discretion of the Company, as cross-recruiting. This includes any such activities across any divisions of the Company, should any separate divisions with different compensation plans and or hierarchy structures exist, unless, and as specifically stated otherwise. The integrity of the hierarchy and the relationships therein is of paramount importance to

every Distributor as well as to the Company. Any Distributor violating this provision may be subject to immediate termination for cause, forfeiting any and all commissions due him or her.

F | PLACEMENT

- F 1** All Distributors in good standing may enroll and place other Distributors in their Downline organization within the Company's Distributor program. Said placement must be finalized on or prior to the 60th day of enrollment. Placement cannot be changed after 60 days of enrollment.
- F 2** Enrollers and Placement Distributors must offer general support, information, and assistance as well as bona fide supervisory, marketing, selling, and training support to Distributors they enroll and or override, or otherwise benefit from through the compensation system.
- F 3** Enrollers and Placement Distributors shall exercise their best efforts to ensure that all Downline Distributors understand and comply with the most current terms and conditions of the Distributor Agreement, the Policies & Procedures and Compensation Plan, as well as all applicable federal, state, provincial, and local laws, ordinances and regulations that pertain to the business of the Company.
- F 4** Enrolling and Placement Distributors should always use their best efforts to settle disputes between a Retail Customer, a Preferred Customer, and or any Downline Distributor in an attempt to resolve such disputes promptly and amicably.

G | TRANSFER OF PLACEMENT DISTRIBUTORSHIP

- G 1** A Distributor may change enrollers and Placement Distributors by one of two methods.

Method one is through resignation of current Distributorship, followed by re-enrollment of a new Distributorship in the desired position of enrollment and or placement. Such action will result in the termination of current Distributorship, along with all rights and benefits of said Distributorship, including commissions, as well as the subsequent loss of any downline Distributors and or Customers. This must be followed by a mandatory Six (6) month period of inactivity as a Distributor prior to the submission of a new Distributor Application.

Method two is through the approved movement of current Distributorship from one line of Enrollment and or Placement to another. This method not only requires the approval of the Company, but it additionally requires the approval of 6 levels of Upline Enrollers, using the Enroller/Placement change application. All Upline Enrollers must actively approve any move in writing, as verbal approvals or 3rd party approvals are invalid. Further, any lack of response by an Enroller within 10 days of notification will be construed as non-approval, and the Distributorship move will be summarily denied. This method of Distributorship movement within the hierarchy is valid for a single Distributorship only, and does not provide for the movement of any downline Enrollees or placed distributors. It does, however, provide for the movement of Preferred and Retail Customers that are personally enrolled by the Distributor requesting the move.

The only exception to this rule is, at the discretion of a Customer Service Manager, executive, or officer of the Company, if it is determined that a Distributor has been enrolled inappropriately or incorrectly, and only with the expressed permission of the Enroller and Distributor, said Distributor may be moved to a different Enroller/Placement Distributor within 7 days of initial enrollment. No Enroller/Placement Distributor changes made under this "7 day rule" will be unreasonably made or withheld.

- G 2** A Distributor may not sell, assign or otherwise transfer his or her Distributor Position, marketing position, or other Distributor rights without written application and approval by the Company which may not be unreasonably withheld. Use the Distributorship Transfer Application to apply for such a sale or transfer. Sale or transfer of a Distributorship will be automatically denied if said transfer would cause a violation of any other portion of these Policies and Procedures. Any Distributor who sells his or her Distributor Position shall not be eligible to reenroll as a Distributor for a period of at least six (6) months after the sale. The Company, after a review of the terms of the sale, reserves the right to approve or disapprove, in its sole discretion, of a proposed purchaser's qualifications and intention to manage and develop the Distributor Position.
- G 3** No two adults in the same household shall hold Distributorships in more than one line of Enrollment or Placement.

H | ORDERING AND SHIPPING PROCEDURES

- H 1** Who May Order: The Company will accept orders for products only after a valid Distributor Agreement certified by their Placement Distributor is on file with the Company. Distributors are then authorized to submit orders.
- H 2** All orders for product and other items will be processed for shipment upon clearance of payment. Shipment is made by common carrier and delivery should be expected within 7-14 days, unless special shipping arrangements are made at the time of order. If an ordered item is on backorder, consignee will be notified via telephone or electronic communication as to the status. As a standard, Youngevity does not ship partial orders or hold backorders in the system for extended periods of time. If backorder delay is relatively short, entire order will be held back and shipped in its entirety upon availability of backordered item. If backorder delay is extended, then backordered item will be cancelled from order, the price of that item returned to Customer/Distributor, and the balance of the order, if any, will be processed and shipped. All ordered item(s) will be shipped as soon as items are available and usually within fourteen (14) days of the date the original order and payment was received.
- H 3** Upon receipt, Distributors should immediately inspect shipments to determine whether orders are complete and in good condition. Any damaged or missing contents should be noted on the delivery receipt. If items have been damaged in shipping, Distributor should request, from the shipper, the process for filing a claim for damaged or missing materials. Items that are missing from shipment should be brought to the attention of the Company within 1 business day of receipt to ensure proper handling of refund and or product reshipment.
- H 4** If a shipment does not arrive within the expected timeframe, before assuming any shipment has been lost or stolen; a Distributor should wait at least fifteen (15) working days from the placement of mail orders, and ten (10) working days from the placement of telephone or internet orders. Lost shipments, if later found and/or delivered, must be reported to the Company's Distributor Services within seven (7) days of delivery. Any extra product received in any shipment must also be reported. Duplicate orders or replaced shipments that do arrive can be either returned to the Company, or purchased by Distributor, at the Distributors discretion.
- A Distributor who signs a delivery release with a common carrier, authorizing the carrier to leave an order at an unsecured location, without a signature, releases the Company from responsibility for such delivery. Distributors who are absent at the time of delivery may be required to retrieve their packages from the shipping office or have them delivered to a more suitable alternate location.
- H 5** **Sales Aids:** Sales aids (Business Kits, Business Tools, Marketing Materials, etc.) are not items that carry a discount or a bonus volume credit. Placement Distributors developing their networks should have a supply of these materials on hand to serve their downline growth needs.

H 6 Order Forms: When submitting written orders to the Company, Distributors must use unaltered official Company order forms, or have all orders placed through the appropriate online shopping cart / back office interface.

H 7 Submitting Orders: Products are ordered at Wholesale prices. The overall success of the Company and its Distributors depends upon retail sales of the products to consumers. A “retail sale” is defined as the sale to an ultimate consumer who is purchasing the product for his/her own use.

- 1 Distributors may not themselves order, or ask their Downline Distributors to order inventory for the sole purpose of participating in the Compensation Plan or “qualifying” themselves or others to earn commissions or bonuses (This practice is frequently referred to as “inventory loading”).
- 2 Distributors may only purchase Company products for resale to consumers, for personal consumption, or to provide prompt product delivery to downline Distributors in their own personal group. Distributors may not stockpile or acquire excessive inventories. Prior to reordering any product, Distributors must certify that they have sold a minimum of 70% of all previous orders (The “70% Rule”).
- 3 Distributors are required to carefully document all retail sales. The Company may, at any time, require a Distributor to produce all completed retail sales receipts for the previous thirty (30) days and a list of five (5) or more persons to whom the Distributor has made retail sales of the products during the previous thirty (30) days.
- 4 Distributors may not advertise or promote product for more than the current established retail price or for less than the current established wholesale price as published by the Company. See current product price list for details on Wholesale and Retail prices.

H 8 The Product Order Form is required for all mail orders of products and must be fully completed and submitted to the Company. Two or more Distributors may not combine orders on the same order form.

- 1 Incomplete orders will not be processed by the Company. Such orders will be returned to the Distributor by mail and any consequences arising out of an incomplete order shall be the responsibility of the Distributor who attempted to place the order.
- 2 In placing an order by mail, the Distributor certifies, acknowledges, and warrants that the order was made by the Distributor and that a minimum of 70% of all previous orders of Company products have been sold.

H 9 Qualifying Order Policy: The Company may not accept any qualifying order from Distributor Warehouses after the twenty-fifth (25th) of any calendar month for the current volume month.

A qualifying order is defined as an order for the Company products in which the Distributor placing the order is using the bonus volume from that order to qualify for commissions and/or rank advancement.

All qualifying orders submitted by any warehouse must be clearly marked “Qualifying Order” with the volume month and year marked underneath. These markings must be placed on the Product Order Form in the box in the upper right hand corner labeled “Do Not Ship.” The date of the order must also be placed on the qualifying order and a copy of the qualifying order given to the Distributor placing the qualifying order.

Any qualifying order submitted after the twenty-fifth (25th) of any calendar month for the current volume month must be submitted to the Company directly via telephone or facsimile transmission. To insure priority handling of a qualifying order, the Distributor should inform the Company’s Customer Service Distributor the order being placed is a qualifying order. If the qualifying order is transmitted to the Company via facsimile then the order should be clearly marked as a qualifying order and indicate the volume month for which the order is to be applied.

Any qualifying order received from a warehouse after the twenty-fifth (25th) of the calendar month for the current volume month will be applied towards the following volume month. In the event that an order is received from a warehouse and also submitted to the Company directly via telephone or facsimile transmission will be treated as two orders: One qualifying order for the current volume month and one qualifying order for the following volume month. If an order is canceled or refused, commissions for either of the volume months may be affected.

It is not the responsibility of the Company to inform a Distributor of an improper submission of a qualifying order. The Distributor must place qualifying orders properly in order to participate in rank advancement and/or the earning of commissions.

Any Distributor who, in good faith, placed a qualifying order in accordance with these policies and is denied commissions and/or rank advancement because a Warehouse is found to be in violation of these policies will receive commissions in accordance with the "Recalculation of Commissions Policy."

A Warehouse may institute its own individual policy regarding the acceptance of qualifying orders from a Distributor in order to ensure submission to the Company on or before the twenty-fifth (25th) of the calendar month. Any Warehouse found to be in violation of these policies resulting in the Company being required to recalculate commissions in accordance with the "Recalculation of Commissions Policy" may, at the Company's sole discretion, be required to forfeit commissions in the amount equal to the commissions of the Distributor(s) who were negatively affected. Serious and/or repeated abuses of this policy will result in the revocation of a Distributor's Warehouse status.

In the event that a Distributor willfully disregards this policy, neither the Company nor the Warehouse will be held responsible.

H 10 Policies and Procedures for AutoShip:

- 1 Youngevity will use its best efforts to ship all AutoShip orders on the specific day of the month specified by the Customer or Distributor at the time the AutoShip order was setup. In cases where that day lands on a weekend, holiday, or any other day that the Youngevity warehouse is closed for shipping, said AutoShip order will be fulfilled on a day chosen by Youngevity, as close as possible to the chosen day. Should there be a need to permanently change an AutoShip date, Customer or Distributor will be notified of same and provided with revised schedule and or other Autoship day options.
- 2 All new AutoShip requests must be received electronically or physically by the Company by the last business day on or before the 28th of the month to be processed for the following month.
- 3 Youngevity is not responsible for delays in the delivery of an AutoShip request caused by the U.S. Postal Service, or any other courier service, public or private.
- 4 All AutoShip requests must be received electronically or on an official Company AutoShip Order form. The order form must be filled out completely. Any omissions of information will render the AutoShip request invalid and must be resubmitted.
- 5 Youngevity can receive faxed, photocopied, internet, and original AutoShip forms. AutoShip requests will be accepted with appropriate endorsement. Youngevity cannot receive a request for AutoShip via the telephone.
- 6 All AutoShip requests must be paid with a credit card, ProPay or credit on account, which will be billed monthly.

- 7 All AutoShip requests must be sent to the billing address of the credit card (this information will be verified with the credit card company).
- 8 An AutoShip order may be of any size. Qualifying Volume for AutoShip orders will be applied automatically, however, having an active AutoShip order on file, in itself, does not automatically constitute Commissions or Rank Qualification for any Representative. It is the responsibility of the individual Distributor to qualify for commissions with the required Personal Qualifying and or Group Qualifying Volume.
- 9 Any and all changes to an existing AutoShip are treated as a new AutoShip Request and are subject to the same requirements. Any and all changes to an existing AutoShip must be clearly identified as a change to avoid a duplicate AutoShip order being created.
- 10 The Company is not responsible for any incorrect information supplied by any financial institution.
- 11 The Company is not responsible for credit cards not authorized for payment of an AutoShip order. Any order not authorized for payment via a credit card will be cancelled for that month. Any order not authorized for payment via a credit card for two (2) months in any twelve (12) month period will be rendered void and will be required to be resubmitted with another credit card number as payment. If the new credit card is not authorized for payment during the twelve (12) month period, the Distributor will not be allowed to participate in the AutoShip program and will instead need to place orders using another payment method.
- 12 The Company will cancel any AutoShip that is subject to a consumer credit card chargeback.
- 13 Unauthorized duplication of an AutoShip Order Form is prohibited. Written permission from the Company is required before the duplication of any form is permitted.
- 14 Any AutoShip that is refused delivery will be immediately canceled. Additional charges will be levied if a second shipment is requested. An AutoShip canceled for refused delivery will not be eligible for renewal.
- 15 The Company processing fees will be deducted from refunds issued for AutoShip orders.
- 16 As outlined in section D9, all Youngevity Distributor Applications and AutoShip Order Forms must be properly and legally endorsed. Violation of this policy is considered fraud and is a violation of these Policies & Procedures.

H 11 Policies and Procedures for Duplication of Distributor Application, Order Form & AutoShip Form:

- 1 The word “form” refers to the Youngevity Distributor Application, Product Order Form, and AutoShip Order Form, whether in print on paper or electronic via any Youngevity website.
- 2 The word “original” refers to the source material provided by the Company for reproduction.
- 3 These forms must be “duplicated” from the original supplied from the Company and not “recreated”, ie: all forms must be exact reproductions of the original without changes or deletions. Any and all duplication of forms must also adhere to all other applicable provisions to these Policies & Procedures.
- 4 An original Company form will be made available in the following formats for reproduction:
 - a) A laser print
 - b) A computer image available in PDF format.
- 5 All paper forms must be reproduced in the following Pantone colors:
 - a) Distributor Application - PMS 527 (Purple)

- b) Order Form - PMS 355 (Green)
 - c) AutoShip Order Form - PMS 485 (Red)
- 6 Any paper forms reproduced in other colors and submitted to the Company for processing will be returned for correction and resubmission.
 - 7 All forms reproducible will contain a box labeled “Presented By” or “Presented by the Company’s following Distributor.” A Distributor wishing to do so, may place his/her name, company name, telephone number, special offer, or advertisement within the borders of this box and not covering the above mentioned label inside the box. The nature of the contents inside the box is governed by the Policies & Procedures and must be submitted to the Company for approval prior to reproduction.
 - 8 Any and all forms reproduced without prior written consent from the Company may be found to be in violation of the Policies & Procedures and may not be accepted for processing.
 - 9 These forms and policies are designed to give the Company’s Distributor the opportunity to personalize the service he/she offers their downline and to ensure that uniformity is maintained to aid the speedy and accurate processing of all the Company orders and applications.

H 12 Drop Ship Policy

For the purposes of these Policies & Procedures, a Drop Ship is defined as an order placed by a Distributor using their credit card and having that order delivered to a place or party other than the Distributor or Distributor’s address.

Youngevity will Drop Ship your order so long as it is paid for with your credit card. Youngevity will not Drop Ship any C.O.D. or payment due orders.

- 1 Distributors placing a Drop Ship order will assume all responsibility for packages lost or stolen after delivery to the address specified.
- 2 Distributors placing Drop Ship orders must be named on the credit card used for the order.
- 3 A Distributor may not pay for an order using another person’s credit card, regardless of the delivery destination.
- 4 The billing address of the credit card to be used for a Drop Ship must be provided at the time of the order. Youngevity will, without notice, verify the billing address, telephone number, and name or card holder. If this information is found to be different than that submitted to Youngevity, further Drop Ships will not be permitted.
- 5 Any Drop Ship refused delivery will not be eligible for a full refund. Shipping and handling charges will be deducted from any refund issued. These charges may exceed seven (7%) percent of the sales price.
- 6 Youngevity may, at its sole option, suspend any Distributor who instigates a consumer chargeback related to a Drop Ship paid for via credit card. Payment plus additional administrative fees must be made prior to the removal of a Distributor’s suspended status.
- 7 Failure to abide by the Drop Ship Policy will result in the termination of the Drop Ship Agreement.

I | ADVERTISING, USE OF COMPANY NAMES, AND PROTECTED MATERIALS

- I 1 No Distributor shall produce, promote, or use copyrighted, trademarked, service marked, or proprietary materials

of any kind describing the Company's names, products, or logos, if said materials are not obtained from, or approved by, the Company in advance in writing, prior to their production or use. Distributors shall not use or appear on television, radio, including Internet blogs, internet radio, podcasts, or any other media to promote or discuss the Company or its programs without prior written permission from the Company. All media inquiries shall be referred directly to the Company. Distributors may use the Youngevity Advertising Approval form to submit for approval any such media promotions.

In addition, Distributor shall not misuse or misrepresent him/herself or any of the Company's products through the use of any other person's name, company name, trademark, or any other personal or copyrighted information, symbols, logos, or trade names without the express written permission of both the other party and the Company.

- 12** In addition to these Company Policies and Procedures, Federal law prohibits deceptive advertising, which includes any and all false and or unsubstantiated advertising. Distributors must not use false or misleading statements or material omissions of information that may be construed to deceive the public in any advertising, whether in print, written, electronic, verbal, or any other form or media considered advertising. The Company is including these regulations to comply with those of the Federal Trade Commission, Federal Drug Administration, as well as other various Federal, State, and Local agencies. The Company takes these regulations seriously, and always abides by them when creating any and all Company generated advertising.
- 13** Whereas the Company may also consider approval of distributor generated advertising (as outlined in our Advertising Approval Application), it is mandatory that all distributors use only Company generated and pre-approved advertising in the promotion of the Youngevity® income opportunity or any Youngevity® products. The Company is not required to, nor will it defend or hold harmless any Distributor using non-approved advertising, in any form, that is found to be in violation of any Local, State, or Federal statutes. Please read these regulations carefully. Complete compliance with them is not only expected, it is necessary to avoid violation of federal law. Under federal law, the Company is obliged to take all reasonable action possible to prevent and or halt deceptive advertising by its distributors. Once aware of deceptive promotions by a Distributor, The Company must and will act accordingly.

The following are examples of prohibited content applicable to all advertising and promotion of The Company products (whether on the web, in person, or via media of mass communication):

- a)** No distributor may use any recording, book, pamphlet, or transcript to promote the sale of a Company product if that recording, book, pamphlet, or transcript associates any nutrient found in a Company product with any effect on a disease or any health benefit unless the precise claim in question has been pre-approved for such use by the Company.
- b)** No distributor may place upon his or her website used to promote or sell Company products any link to another website containing information that associates a nutrient contained in any Company product or any Company product with an effect on a disease or any health benefit unless that specific link has been pre-approved by the Company.
- c)** You may not inform a potential purchaser of a Company product that the product or any of its ingredients can treat, cure, or prevent a disease or cause a health benefit unless the specific claim has been pre-approved by the Company.
- d)** You may not advertise in any medium of mass communication (including via the internet, direct mail, print media, broadcast media, or cable media) that the product or any of its ingredients can treat, cure, or prevent a disease or cause a health benefit unless the specific claim has been pre-approved by the Company.
- e)** You may not represent that a The Company product has any effect upon a body structure or function unless the

specific claim has been pre-approved by the Company.

By contrast with the preceding examples, you may use any claim approved by The Company so long as it is used consistently with the approval given and within the same context approved for use. Company literature, websites, and other electronic media do contain approved health claims, in context. These have been approved or allowed by the Food and Drug Administration and are consequently approved for use by Company distributors, provided that FDA's conditions on use of the individual claims are satisfied. These claims must be used in their entirety and within the limits prescribed by FDA.

I 4 Default Rule of Advertising Use

By default, any advertising, including, but not limited to, brochures, pamphlets, recordings, videos, E-Mail content, Websites, Blogs, Newsletters, Scripts, Articles, Banners, Presentations, and displays that are not produced and made available directly by the Company are deemed a non-approved, non-compliant advertising, and must not be used to promote any aspect of the Youngevity® income opportunity or products.

I 5 Esoteric, Non-Intuitive Content

The laws regulating the use of advertising, claims, and information made available regarding nutritional products, network marketing, income opportunities, and health and or income claims are vast, containing many esoteric indications and rationale that are not always intuitive or obvious, especially to the layperson. The Company goes to a great deal of time, energy, and expense to make sure that Distributors have professional advertising materials available to them, that said advertising is up to date, compliant, and will not place the Distributor in a situation where he/she violates company policies or Federal, State, and or Local statutes. For obvious reasons, Youngevity is reticent to approve any Distributor generated advertising. Even in such cases where Distributor generated advertising is approved, the Company reserves the right to deny or rescind approval on any advertising for any reason at any time, with no liability or recourse for expenses incurred by Distributor to create, distribute, or repeal said advertising. Once notified of same, Distributor must discontinue use of said unapproved advertising immediately.

I 6 Distributors may place classified ads in newspapers if they do not use Company names or trademarks.

I 7 Distributor's use of the Company is restricted as to protect the Company's proprietary rights, ensuring that Company protected names will not be lost or compromised by unauthorized use.

I 8 Other rules relating to the use of the Company name are as follows:

- a)** All stationery (letterhead, envelopes, and business cards) bearing the Company name or logo must be printed using the correct wording as indicated by the Company.
- b)** All promotional items such as clothing, personal use items, and any items of any other nature which bear the Company's name or logo must be purchased/sold only from the Company or its authorized Distributors. The only exceptions are imprinted gift items such as: pens, key chains, letter openers, buttons, and calendars. These kinds of items must not include the Company's logo, but must be inscribed as follows:

Compliments of "Youngevity"

(Name)

Independent Distributor

(optional address and phone number)

- c) All Distributors may list themselves in the telephone directory under their own name, followed by the words “Independent Distributor of Youngevity.”
- d) No Distributor is allowed to place phone directory display ads using the Company’s name or logo. No Distributor shall list their business name, caller ID, or directory listing as Youngevity or any other Company trademark, salesmark, or product name.
- e) Use of the Company’s name or logo on buildings, vehicles, etc., must be approved in writing in advance by the Company. Such usage must always carry the phrase “Youngevity Independent Distributor” immediately following the Distributor’s name. Such usage must be according to Company instructions and using Company formats and/or materials. Items bearing the Company name(s) must be kept in visually attractive condition.
- f) A Distributor may not refer to themselves as “Youngevity” alone when answering the telephone. The Distributor’s name must be given. Always refer to yourself or your business as an “Independent Youngevity Distributor.”
- g) It is not permitted for anyone to possess a business name or bank account using the name Youngevity.

I 9 Distributor Website and Social Media Policy

This amendment to the Youngevity Policy & Procedures refers to the creation and use of Internet websites created by Youngevity Distributors for the purpose of promoting themselves as a Youngevity Distributor and the Youngevity products or Dr. Joel Wallach. A website is defined as any use of a computer, the Internet, and the World Wide Web to display, comment on, or otherwise transmit information in graphic, text, or audio form. As with any advertisement or promotion, the Policies & Procedures of Youngevity prevail and should be followed in addition to the following amendment.

- a) The name Youngevity is a registered trademark, as are the other Company and Product names owned by the Company. The name Youngevity or any trademark or salesmark of the Company, in its entirety, in part, or hyphenated may not be used in any domain name, URL, or email address.
- b) The name Dr. Joel Wallach is part of the intellectual property of Dr. Joel Wallach and may not be used in its entirety, in part or hyphenated, in any domain name, URL, or email address.
- c) All logos, slogans, and trademarks of the Company are the sole property of Youngevity and may be used with written permission only. Permission to use Youngevity logos, slogans, and trademarks may be revoked without notice or reason and solely at the discretion of Youngevity.
- d) All use of Youngevity logos, slogans, and trademarks must state permissions given on the front, index, home, or main page of any website.
- e) All Youngevity logos, slogans, and trademarks must be used in their respective entirety. All colors in any Youngevity logo or trademark must be reproduced accurately. No partial logos or “artistic license” may be used.
- f) Youngevity logos, slogans, and trademarks in graphic form may not be sold or traded by anyone.
- g) The name and Distributor Identification Number of any and all Youngevity Distributors responsible for content of a website must be displayed on the front, index, home, or main page of the website.
- h) No Distributor of Youngevity may state or imply that their website is official, sanctioned, authorized, or licensed by Youngevity, Dr. Joel Wallach, or any board member, advisor, consultant, or affiliate of same. Any and all Representative owned websites must be identified as owned and controlled by the individual entity

or person to whom the site belongs, followed by “independent distributor for Youngevity.” Only websites owned, controlled, and designated by the Company as such can be considered as an “official website” or any iteration thereof. These websites include, but are not limited to www.youngevity.com, www.90forlife.com, and many other micro sites, and subordinate sites. Only representatives in good standing may have access to the Company replicated sites, including, but not limited to www.my90forlife.com, www.youngevityonline.com, as well as access to the tools, programs, back office access, and other areas contained therein.

- i) Any and all sources of content and permissions for use of a Youngevity Distributor’s website must be documented and stated on the website. This includes but is not limited to the use of graphics, quotes, and excerpts.
- j) Written approval for all quotes or excerpts from Dr. Wallach’s lectures, books, radio shows, audio, or visual productions must be stated and documented. Note: Copyrights from various radio shows, audio, and visual productions may be held by persons or entities other than Youngevity. People or entities holding copyrights of this type are not obligated to grant permission for use of these materials.
- k) The signature of, or likeness of Dr. Joel Wallach, board member, advisor, or any current employee or affiliate of the Company is not allowed to be used on any website.
- l) No Distributor of Youngevity may make any claims of income or income potential by becoming a Youngevity Distributor.
- m) No Distributor of Youngevity may make any claims of health benefits or betterment by consuming or applying Youngevity products.
- n) Only the Distributor’s personal testimonial about the benefits or results stemming from the use of Youngevity products may be used on a Distributor’s website. A Distributor’s website must not contain the testimonials of others in the content of their website.
- o) No banners or other methods of advertisement may be used or included in the content of any Youngevity Distributor’s website.
- p) No hyperlinks to other websites promoting competing products may be used on any Youngevity Distributor’s website.
- q) No products other than Youngevity products may be mentioned or sold on any Youngevity Distributor’s website. This includes but is not limited to product comparisons.
- r) Any use of the internet to promote the Youngevity Compensation Plan internationally is prohibited until such time as Youngevity authorizes promotion of the Compensation Plan, after being designed and approved for a particular country.
- s) Distributors using a website for order fulfillment must transact business using a secure server to protect the personal information of the customer. Email orders are not to be encouraged or accepted for transacting Youngevity business.
- t) Each individual Youngevity Distributor is responsible for abiding by all local, state, and federal laws concerning all aspects of using the Internet to promote or sell Youngevity products and business opportunities.
- u) Youngevity reserves the right to edit content of and require immediate modifications to any Distributor’s website at the sole discretion of Youngevity.
- v) Electronic mail (email) advertising is subject to Youngevity Policies & Procedures and as such must be

submitted and approved prior to transmission. All email advertising is subject to editing by Youngevity prior to approval to transmit.

- w) All email advertising must be in compliance with all prevailing local, state, and federal laws concerning unwanted, unsolicited email also known as spam. Spamming is illegal and will not be tolerated by Youngevity.
- x) It is strictly forbidden for any Distributor to represent him/herself or any products, product packages, or affiliations through direct or indirect inference through any website, advertisement, email, or any other means as other than is actually true and as outlined herein. Any represented affiliation with any person, persons, groups, or organization(s) that is against the wishes of, or unknown to said affiliate, will be viewed upon as fraudulent and in violation of Distributor's agreement.

*Existing websites (sites that were constructed prior to, and that have been in continuous operation since October of 2002) using a form of Youngevity or Dr. Joel Wallach in their URL or domain name only (RE: provisions a and b of this section) are granted permission to continue to operate as long as all other policies are followed (sections c through x inclusively). The email addresses are still subject to the policy. Websites granted these permissions must contain a hyperlink to the www.Youngevity.com corporate website on the front, index, or main "page" and should be labeled as "The Youngevity Corporate Website may be found here." The Company's network of Independent Distributors can therefore protect each Distributor's individual business image, as well as the Company's overall image.

y) Social Media Community Guidelines

In addition to the Distributor website specific guidelines, there are additional stipulations regarding Social Media and similar online communities. The Company's Social Media Community Guidelines are maintained separately as a part of these Policies and Procedures. As Social Media is a dynamic and rapidly changing environment, it may be necessary to update said guidelines more frequently than that of this document. As a result, the most current guidelines may or may not coincide with what is listed herein. The most current guidelines are appropriately posted in/on the official Company Social Media sites by the administrator(s) of said sites. Any violation of the Social Media Community Guidelines will be considered a violation of these Policies and Procedures, and will be subject to the remedies as stated herein.

The Company welcomes the use of the Internet and on-line communities to promote the Company, its products, services, and income opportunity. However, just as with any written or spoken advertising, any and all Social Media postings including, but not limited to chats, blogs, fan pages, broadcasts, videos, tweets, text messages, and etc. must be compliant with the entirety of these Policies and Procedures. This also includes a Distributor's personal Social Media pages, if said pages are used to promote the Company, its products, or income opportunity. If it is unclear whether any information to be posted may be compliant, submit said information to the Company via mail, facsimile, or electronic mail to compliance@youngevity.com for review prior to posting.

The Company audits and monitors web activity for unapproved and/or unauthorized advertising on a continuing basis. Should any non-compliant activity be discovered, notification will be sent to the offender requesting the immediate removal of the non-compliant information, links, or other media. All notices and requests will be made as stated herein. In addition to the Company's monitoring, it is expected that all Distributors actively police their Social Media site(s) for compliance violations, take steps to correct these, and report any violations as outlined herein. The Company greatly appreciates the cooperation of all Distributors and other members of the various Social Media groups for assisting in upholding the spirit of our on line community by providing an open, safe, and compliant environment.

Fan Pages

Distributors and other members of Company sponsored social media communities (for the purposes of this section, referred to solely as “Member”) may not attempt to, or appear to, represent the Company in any way on Facebook, Twitter, LinkedIn or other social media platforms. Further, no attempt to represent or appear to represent any individual person, either affiliated or not affiliated with the Company is strictly prohibited. All accounts, fan pages, and personally created websites and blogs must be personal and obviously appear as such.

For example, you may not create a fan page entitled “Youngevity” or “FDI Business Opportunity” or “Youngevity Nutrition” because this would appear to represent the Company. You may create a personal fan page, such as “Youngevity Personal Health Coach” with a picture of yourself, so long as you follow the other guidelines as stated herein.

Blogs

You may create a personal blog in which you discuss the Company products and business opportunity, but you may not use the Company name(s) in your domain or claim to represent the Company in anyway, and you must follow the health and income claim guidelines as stated herein with all your marketing efforts.

Personal Facebook Profiles

You may not include the Company name anywhere in your personal Facebook profile name. Facebook profiles must be your real name; to do otherwise is a violation of both these Policies and Procedures as well as Facebook terms of service and will likely result in the deletion or suspension of your Facebook account. It is strongly discouraged that you use any Company logo or product images as your personal profile picture. To do so, will likely result as your account being designated as spam, which will hinder your relationship building efforts. An exception to this may be if the company posts or sets up “pic badges” or other uniform branding that can be added to your personal profile picture.

Marketing to Facebook Members

The Company Facebook pages and groups provide a forum for discussion, but they should not be used for marketing products or services, recommending affiliate products, or self-promotion. Anyone found to be misusing, abusing, or defaming the Company or any Distributor or Customer thereof on any and all company Facebook pages, will have all posts removed, be “unfriended” and flagged as “inappropriate” and, or “spammer” within Facebook.

Links to Competing Companies

Posting information from, or links to, competing companies is not allowed. Such activity will be viewed as cross-recruiting and is a direct violation of your representative / distributor agreement.

Spam

The Company maintains a zero tolerance policy with regard to SPAM within Social Media Communities. Common examples of SPAM include, but are not limited to:

- Unsolicited links and information sent to inboxes of those who do not wish to receive it, or without some sort of request for information.
- Posts of unsolicited links in Facebook groups or other Facebook pages not related to the Company without some request for information.
- Tags of people in any Company-related Facebook photos if they are not involved/have expressed interest in the Company, its products, or business opportunity or who have specifically requested not to be tagged.

- Invitations or additions of individuals to the Company Corporate Group who are not involved/have expressed interest in the Company, its products or business opportunity.
- Frequent status updates promoting specific URL hyperlinks or other links.

I 10 Violators of any of these Policies & Procedures relating to advertising, Company name(s), and logo(s) may be required by the Company, at the Company's option, to correct the violations in whatever manner the Company deems necessary. Correction measures are not limited to, but may include disconnecting phone numbers without a referral, removing signs, canceling advertising, and destroying noncompliant literature. Distributor authorization may also be terminated, and offending Distributors will be liable for any damages sustained by the Company, as well as any other penalties imposed through legal action.

I 11 Compliance

The Company actively seeks out to discover the use of non-approved, non-compliant advertising. Said discovery may be made by active web searches, anonymous monitoring of public conference calls and or meetings, or by reports of potential violations by other Distributors or Customers, or by various other non-intrusive methods. At no time will the Company's compliance audit process violate the Company's privacy policy or that of any Local, State, or Federal Statute. Any distributor found in violation of these regulations will receive a warning letter via electronic mail at their last known E-Mail address. The letter will demand full compliance within 7 days of its date of issuance. Follow-up will then be conducted by The Company on the 7 day anniversary of the date of warning letter issuance to determine whether all changes necessary to achieve full compliance have been made. Where compliance is not achieved or not achieved completely, The Company will suspend the Distributorship in question, whereby all benefits of the Distributorship, including commissions, will also be suspended. Full compliance will have to be achieved within an additional 7 days of Distributorship suspension or The Company will terminate the Distributorship in question, and all Distributor benefits, including commissions, will be forfeit. In addition, the Company reserves the right to refer deceptive advertising cases to the FTC, if deemed necessary to protect the interests of the Company or consumers at large.

All Distributors are obligated to report any and all violations of these regulations regarding deceptive advertising. Any such complaint will be promptly investigated, and appropriate action taken. The identity of anyone reporting such violations will be protected and the best interests of the Company as well as the reporting Distributor will be considered at all times during and after said investigation.

J | JUDICIAL PROCEDURES

- J 1** Most violations of the Policies & Procedures occur through lack of awareness or understanding on the part of the violating Distributor. Distributors observing a Policy violation should immediately point out the violation directly to the violating Distributor.
- J 2** Distributors who observe continued violations by another Distributor following the personal contact outlined in J1, should report the violation in writing to the Company. Details such as dates, number of occurrences, and evidence, along with any supporting testimony, should be included in the report.
- J 3** Any violation, large or small, of the Advertising, Use of Company Name(s), and other Section I Policies must be referred directly to the Company for resolution.
- J 4** The Company will address all violations according to set procedures including using Distributor network input and

giving the accused Distributor adequate opportunity to respond to any violation charged.

- J 5** It is the obligation of every Distributor to maintain the integrity of the Policies & Procedures to ensure fairness and equal Compensation Plan opportunities to all Distributors.
- J 6** Failure of the Company to enforce any of these Policies & Procedures with one Distributor does not waive the right of the Company to enforce any such provision(s) against that same Distributor or any other Distributor.
- J 7** The original of a document faxed to the Company must be received by the Company before the document is considered “received” by the Company.
- J 8** To the fullest extent permitted by law, Youngevity shall not be liable for, and Distributor releases the Company from, and waives all claims for, any loss of profits, indirect, direct, special, or consequential damages or any other loss incurred or suffered by Distributor as a result of:
 - a)** the breach by the Distributor of the Agreement and/or the terms and conditions of the Policies & Procedures,
 - b)** the operation of Distributor’s business,
 - c)** any incorrect or wrong data or information provided by the Distributor, or
 - d)** the failure to provide any information or data necessary for the Company to operate its business, including without limitation, the enrollment and acceptance of a Distributor into the Compensation Plan or the payment of commissions and bonuses.
- J 9** In the event of a dispute with the Company, Distributor and the Company agree to participate in mediation in an earnest attempt to resolve the dispute prior to submitting it to binding arbitration pursuant to the Commercial Arbitration Rules then in effect of the American Arbitration Association, provided, however, that injunctive relief sought by the Company against any party shall be excluded from this clause. Such Arbitration shall occur in San Diego, California. Louisiana Distributors, however, may arbitrate in New Orleans, Louisiana.

J 10 Distributor Website Policy

This amendment to the Youngevity Policy & Procedures refers to the creation and use of Internet websites created by Youngevity Distributors for the purpose of promoting themselves as a Youngevity Distributor and the Youngevity products or Dr. Joel Wallach. A website is defined as any use of a computer, the Internet, and the World Wide Web to display, comment on, or otherwise transmit information in graphic, text, or audio form. As with any advertisement or promotion, the Policies & Procedures of Youngevity prevail and should be followed in addition to the following amendment.

- a)** The name Youngevity is a registered trademark, as are the other Company and Product names owned by the Company. The name Youngevity or any trademark or salesmark of the Company, in its entirety, in part, or hyphenated may not be used in any domain name, URL, or email address.*
- b)** The name Dr. Joel Wallach is part of the intellectual property of Dr. Joel Wallach and may not be used in its entirety, in part or hyphenated, in any domain name, URL, or email address.*
- c)** All logos, slogans, and trademarks of the Company are the sole property of Youngevity and may be used with written permission only. Permission to use Youngevity logos, slogans, and trademarks may be revoked without notice or reason and solely at the discretion of Youngevity.
- d)** All use of Youngevity logos, slogans, and trademarks must state permissions given on the front, index, home, or

main page of any website.

- e) All Youngevity logos, slogans, and trademarks must be used in their respective entirety. All colors in any Youngevity logo or trademark must be reproduced accurately. No partial logos or “artistic license” may be used.
- f) Youngevity logos, slogans, and trademarks in graphic form may not be sold or traded by anyone.
- g) The name and Distributor Identification Number of any and all Youngevity Distributors responsible for content of a website must be displayed on the front, index, home, or main page of the website.
- h) No Distributor of Youngevity may state or imply that their website is official, sanctioned, authorized, or licensed by Youngevity, Dr. Joel Wallach, or any board member, advisor, consultant, or affiliate of same. Any and all Representative owned websites must be identified as owned and controlled by the individual entity or person to whom the site belongs, followed by “independent distributor for Youngevity.” Only websites owned, controlled, and designated by the Company as such can be considered as an “official website” or any iteration thereof. These websites include, but are not limited to www.youngevity.com, www.90forlife.com, and many other micro sites, and subordinate sites. Only representatives in good standing may have access to the Company replicated sites, including, but not limited to www.my90forlife.com, www.youngevityonline.com, as well as access to the tools, programs, back office access, and other areas contained therein.
- i) Any and all sources of content and permissions for use of a Youngevity Distributor’s website must be documented and stated on the website. This includes but is not limited to the use of graphics, quotes, and excerpts.
- j) Written approval for all quotes or excerpts from Dr. Wallach’s lectures, books, radio shows, audio, or visual productions must be stated and documented. Note: Copyrights from various radio shows, audio, and visual productions may be held by persons or entities other than Youngevity. People or entities holding copyrights of this type are not obligated to grant permission for use of these materials.
- k) The signature of, or likeness of Dr. Joel Wallach, board member, advisor, or any current employee or affiliate of the Company is not allowed to be used on any website.
- l) No Distributor of Youngevity may make any claims of income or income potential by becoming a Youngevity Distributor.
- m) No Distributor of Youngevity may make any claims of health benefits or betterment by consuming or applying Youngevity products.
- n) Only the Distributor’s personal testimonial about the benefits or results stemming from the use of Youngevity products may be used on a Distributor’s website. A Distributor’s website must not contain the testimonials of others in the content of their website.
- o) No banners or other methods of advertisement may be used or included in the content of any Youngevity Distributor’s website.
- p) No hyperlinks to other websites promoting competing products may be used on any Youngevity Distributor’s website.
- q) No products other than Youngevity products may be mentioned or sold on any Youngevity Distributor’s website. This includes but is not limited to product comparisons.
- r) Any use of the internet to promote the Youngevity Compensation Plan internationally is prohibited until such time as Youngevity authorizes promotion of the Compensation Plan, after being designed and approved for a particular country.

- s) Distributors using a website for order fulfillment must transact business using a secure server to protect the personal information of the customer. Email orders are not to be encouraged or accepted for transacting Youngevity business.
- t) Each individual Youngevity Distributor is responsible for abiding by all local, state, and federal laws concerning all aspects of using the Internet to promote or sell Youngevity products and business opportunities.
- u) Youngevity reserves the right to edit content of and require immediate modifications to any Distributor's website at the sole discretion of Youngevity.
- v) Electronic mail (email) advertising is subject to Youngevity Policies & Procedures and as such must be submitted and approved prior to transmission. All email advertising is subject to editing by Youngevity prior to approval to transmit.
- w) All email advertising must be in compliance with all prevailing local, state, and federal laws concerning unwanted, unsolicited email also known as spam. Spamming is illegal and will not be tolerated by Youngevity.
- x) It is strictly forbidden for any Distributor to represent him/herself or any products, product packages, or affiliations through direct or indirect inference through any website, advertisement, email, or any other means as other than is actually true and as outlined herein. Any represented affiliation with any person, persons, groups, or organization(s) that is against the wishes of, or unknown to said affiliate, will be viewed upon as fraudulent and in violation of Distributor's agreement.

*Existing websites (sites that were constructed prior to, and that have been in continuous operation since October of 2002) using a form of Youngevity or Dr. Joel Wallach in their URL or domain name only (RE: provisions a and b of this section) are granted permission to continue to operate as long as all other policies are followed (sections c through x inclusively). The email addresses are still subject to the policy. Websites granted these permissions must contain a hyperlink to the www.Youngevity.com corporate website on the front, index, or main "page" and should be labeled as "The Youngevity Corporate Website may be found here." The Company's network of Independent Distributors can therefore protect each Distributor's individual business image, as well as the Company's overall image.

- J 11** Any distributor found in violation of these regulations will receive a warning letter via electronic mail at their last known E-Mail address. The letter will demand full compliance within 7 days of its date of issuance. Follow-up will then be conducted by The Company on the 7 day anniversary of the date of warning letter issuance to determine whether all changes necessary to achieve full compliance have been made. Where compliance is not achieved or not achieved completely, The Company will suspend the Distributorship in question, whereby all benefits of the Distributorship, including commissions, will also be suspended. Full compliance will have to be achieved within an additional 7 days of Distributorship suspension or The Company will terminate the Distributorship in question, and all Distributor benefits, including commissions, will be forfeit. In addition, the Company reserves the right to take further actions, including, but not limited to, seeking injunctive relief and or punitive damages and reformation, or referral to local, State, or Federal agencies if deemed necessary to protect the interests of the Company or consumers at large.

K | AMENDMENTS

- K 1** The Company shall have the right to amend rules, the Policies & Procedures, and the Compensation Plan and bonus structure under the following conditions:

- 1 Changes in the business environment: Changes which are detrimental to the Company's or Distributor's financial health or changes which require new policies due to new markets or strategies. For example, the evolution and popularity of eBay as an online storefront used by Distributors may require new policies and procedures for this new marketing strategy. In the absence of specific language, the Company will use its sole discretion to determine whether or not any "new" or "unique" marketing method is in violation of the spirit of these Policies and Procedures. Should any Distributor be seen as violating the spirit of these Policies and Procedures, said Distributor will be deemed as in violation of same, whether or not specific language yet exists to address the circumstances. If deemed necessary to amend these Policies and Procedures, the Company will do so in a timely basis once the need is recognized, however, the lack of such language will not preclude the Company from acting upon violation of same.
 - 2 Operational: Unanticipated operational expenses or to streamline procedures at the request of Distributors.
 - 3 Unsustainable Compensation Plan.
 - a) May be altered only if management discovers that the percentage of payout is detrimental to the long-term sustainability, profitability, or longevity of the Company than initially anticipated.
 - b) If the Company transitions to direct/retail sales, the Company will continue to pay Distributors on their current group volume up to that point under the same guidelines and terms of compensation.
 - c) To enhance the compensation payout to the benefit of the majority of Distributors.
 - 4 Legal Reasons: The Policies & Procedures may be modified due to new or modified federal, state, or local laws or legal action. All such modifications need to be commensurate with the specific need that has arisen, and no disguised, extraneous alterations may be inserted at this time to the detriment of the Distributors, creating additional breakage for the Company. In such instances, the Company is obligated to give notice and state such modifications to the Policies & Procedures in a companywide communication. When essential modifications are made, there will be no retroactive effect of said changes.
- K 2** Changes and amendments to these rules will go into effect immediately upon publication in an official Company bulletin, newsletter, magazine, or Company website. Amendments so announced will be binding on all Distributors.
- K 3** The Company shall have the right to change pricing for products and sales materials at any time without consultation and for any reason the Company deems necessary.

L | GENERAL BUSINESS ETHICS

By application to the Company, each Distributor agrees to conduct his/her business according to the following General Business Ethics. This code ensures high standards of integrity and professionalism throughout the Company's network of independent Distributors and protects each Distributor's individual business image, as well as the Company's overall image.

I promise and agree to conduct my business according to the following principles:

- L 1** I will use the Golden Rule "treating others as I wish to be treated..." as the primary measuring stick in conducting all business.
- L 2** I will be honest in all business dealings.

- L 3** I will give the highest quality of service by treating customers fairly and showing courtesy and helpfulness in explaining the Company products.
- L 4** I will represent the Company's Compensation Plan completely and without exaggeration to all potential Distributors.
- L 5** I will fulfill all obligations stated herein with regards to Enrollment and Placement of other Distributors including training, motivation, and support.
- L 6** I will work in harmony with all of the Company's Distributors to help further the success of the overall Company programs and the success of all Distributors recognizing that this supports my own business.
- L 7** I will conduct my business professionally, keeping commitments I have made to others and portraying a positive image to all contacts.
- L 8** I will always remember that success is the result of honest effort. I will work for personal success as well as encourage others to reap the rewards of diligent effort.
- L 9** I will endeavor to observe the spirit as well as the letter in all of the Company's rules and policies, knowing they are for my benefit and the benefit of all Distributors.
- L 10** I will make no claim for any Company product that is not contained in official Company literature, nor will I misrepresent the income potential of the Compensation Plan.

M | PRODUCT RETURN POLICY

Distributors, Preferred, and Retail Customers of Youngevity that need to return product for any reason, will be required to follow the procedures as outlined in this policy. Anyone failing to follow the procedures as described will not be entitled to a refund from Youngevity. Please read the following policy carefully.

- M 1** In accordance with previously stated policy, no refunds are given or offered after thirty (30) days from the date product is received by the customer.
- M 2** All requests for an RMA (Returned Merchandise Authorization) must be received by telephone to Youngevity. Request for an RMA via facsimile or letter will not receive a response from Youngevity.
- M 3** Food is not returnable. All items returned for credit or refund must be disclosed at the time an RMA is issued. Any items returned to Youngevity that were not disclosed at the time the RMA was issued are not eligible for a credit or refund.
- M 4** Only one RMA will be issued per invoice.
- M 5** At the time a RMA is requested, a RMA number will be issued. The customer will be required to write the RMA number in black on the outside of the packaging material used to return product. It is advised that the customer retain the RMA number issued for their records.
- M 6** At the time a RMA is requested a "Product Due Date" will be issued. The Product Due Date will be approximately ten business days from the date an RMA is initiated. Youngevity must receive the product on or before the issued Product Due Date to be eligible for any credit or refund issued. It is the responsibility of the customer to ensure that products are returned on or before the Product Due Date. Youngevity is not responsible for delays in the delivery of product returned caused by the United States Postal Service, or any other courier service, public or private. If after receipt of an RMA it is determined that product was received after the Product Due Date, a credit

will not be issued.

- M 7** It is advised that when product is returned to Youngevity, the customer use a carrier that will provide proof of delivery to the customer. Youngevity is not liable for packages lost in transit or not received.
- M 8** Perishable (chocolate) shipments must abide by the following requirements in addition to all other policies as stated in Section M.
 - a)** Must be returned in original packaging
 - b)** Must be shipped overnight by UPS or Fed Ex
 - c)** Return must be accompanied with RMA (Returned Merchandise Authorization.)
- M 9** Packages sent to Youngevity without an RMA clearly visible on the outside of the package will be refused by Youngevity. It is advised that the customer use a thick black marker when writing the RMA number on the outside of the package. Ball point pen can be removed during the shipping process. Youngevity is not responsible for any RMA numbers removed during the delivery of product caused by the United States Postal Service, or any other courier service public or private. Any package refused by Youngevity will not be eligible for return or refund.
- M 10** Instances of packages received without an RMA number that have been received by Youngevity from the United States Postal Service without a return receipt required will be held by Youngevity unopened for ten days after which they will be destroyed and disposed of. Any customer wanting their merchandise back must arrange to have said merchandise picked up by the carrier of their choice. Youngevity is not responsible for incorrect pickups in these instances.
- M 11** All returned merchandise is subject to an 8% restocking fee.
- M 12** Youngevity will not accept packages sent to Youngevity "Postage Due" or "Freight Collect."
- M 13** After Youngevity receives returned merchandise, a credit will be issued within 7-14 business days.
- M 14** Credits will be issued for product amount only (minus 8% restocking fee). Credits will not be issued for shipping and handling.

N | HERITAGE MAKERS TERMS AND CONDITIONS AND PURCHASE

Youngevity dba Heritage Makers Terms and conditions and terms of service and purchase.

By entering and using the Heritage Makers website ("Site") or service you indicate that you accept these Terms and that you agree to be bound by them. Your use of the Site and its services (together, the "Service") is entirely conditioned on and subject to your compliance with these Terms. If you do not agree with these Terms, do not access or use the Service.

Acceptance of these Terms creates a binding contract between you and Heritage Makers that you will use the Service only in a manner consistent with these Terms. If you have questions about these Terms, please contact support@heritagemakers.com.

I. General Terms of Membership

- a)** Heritage Makers membership ("Membership") is available to you if you are at least 18 years of age and reside in the United States or Canada. Membership is available to you if you submit certain requested information to Heritage Makers, including your name and correct email address. When you register as a Member, you must provide Heritage Makers with true, accurate, current, and complete information about yourself.
- b)** A condition of Membership is your "Active Participation" in the Service. Active Participation is defined as placing an

order through the Heritage Makers website at least once during every 18-month period, or as having publishing points in your account. If your Membership is inactive for more than 18 months, Heritage Makers may terminate your Membership (or any part thereof) and your use of the Service, and may remove and discard all information, albums, image files, creative material, and other content (collectively “Content”) uploaded by you or otherwise made available by you within the Service.

II. Your Use of the Service

Subject to and conditioned upon your compliance with these Terms, and solely for so long as you are permitted by Heritage Makers to access the Service, we grant to you a non-exclusive, non-transferable, non-sub-licensable, limited right and license to access the Service, including any images, text, graphics, data, files, links and other materials incorporated into the Service (other than your Submissions), solely as made available by us, solely as necessary to access the Service and solely for your own personal, non-commercial, home purposes, provided that you keep intact all copyright and other proprietary notices. The Service, including all such materials and all intellectual property rights therein, remain the property of Heritage Makers or its licensors or suppliers. Except as expressly authorized by these Terms, you may not use, reproduce, distribute, modify, transmit, perform, display or create derivative works of any portion of the Service without the written consent of Heritage Makers. Nothing herein grants any rights to commercially exploit any portion of the Service or any content therein. All rights not expressly granted hereunder are expressly reserved.

III. Digital Image Storage

- a) A benefit of Membership is the ability to store photos (“Content”) in your online account. A condition of your storage of photos is your “Active Participation” in the Service. Your data storage allowance depends on the Membership plan you subscribe to and Heritage Makers’ current photo storage policy.
- b) You should always preserve your original Content, or make back-up copies of such Content, on your personal system. You should not use the Service as the only repository for your Content.

IV. Photo Storage Policy

- a) Depending on your membership type, your account will be allotted a certain amount of free photo storage. Please check the pricing page for more information.
- b) If your account meets or exceeds its photo storage limits, additional photos will not be able to be uploaded until you obtain more storage space by taking action such as purchasing additional storage space, upgrading your membership subscription, or clearing storage space in your account through photo deletion.
- c) Heritage Makers reserves the right to purge your account of sufficient image files to bring your account into compliance with the photo storage policy. This will only be done after attempts have been made by Heritage Makers to notify you of your account’s overages and requesting your attention to the matter.
- d) You can check your photo storage allowances and usage in the “my photos” or “my account” areas of the Heritage Makers website.

V. Member Conduct

- a) Heritage Makers is committed to ensuring that the Service remains a fun and safe place to process photographs. To that end, the Service allows Members to be creative with their Content. Users of the Service may not use the Service to process Prohibited Content. Generally, Prohibited Content includes Content or other material that Heritage Makers believes:

- ¹ Is abusive, deceptive, pornographic, obscene, defamatory, slanderous, offensive, or otherwise inappropriate;

- 2) Comprises copyrighted material used without the express permission of the owner;
 - 3) Comprises photos, images or materials traced or derived from images you do not own the copyright to (such as images found on the Internet, images scanned from books or magazines, other artist's work, etc);
 - 4) Comprises photos, images or materials containing embedded copyright notices, personal signatures or watermarks.
 - 5) Violates or otherwise encroaches on the rights of others;
 - 6) Contains viruses, worms, corrupt files, Trojan horses or other forms of corruptive code, or any other content which may compromise the Service (collectively "Corruptive Code");
 - 7) Advocates illegal activity;
 - 8) Hacks, destabilizes or adapts the Service, or alters another website to falsely imply it is affiliated with the Service;
 - 9) Uses any high volume automated means (including robots, spiders or scripts) to access the Service;
 - 10) Broadcasts or sends any form of advertising, mass communication or solicitation to Heritage Makers users;
 - 11) Harms anyone, including minors; or,
 - 12) Provides a link to any of the above.
- b) Heritage Makers has the sole discretion to determine whether Content is Prohibited Content, and any Content submitted to the Service may be subject to examination from time to time. Although Heritage Makers does not and will not examine or otherwise review all Content submitted or transmitted to the Service, Heritage Makers may delete, move, and edit Content for any reason, at any time, without notice.
 - c) All Content (whether private or shared) that is processed on the Site is the sole responsibility of the person who submitted it. Thus, you are responsible for your Content.
 - d) By viewing the Site, you may be exposed to Content that you consider offensive. You take sole responsibility for such exposure.
 - e) Heritage Makers in no way guarantees the accuracy, quality, or appropriateness of Content available through the Service. In no event shall Heritage Makers (including its officers, directors, employees, affiliates, suppliers and agents) be liable for claims of any nature, whether direct or indirect, arising from or related to any Content made available on or through the Services, including (without limitation) errors or omissions in such Content, and loss or damages incurred as a result of use of such content.
 - f) You agree that you shall not interfere with or disrupt (or attempt to interfere with or disrupt) this service or servers or networks connected to this website, or to disobey any requirements, procedures, policies or regulations of networks connected to this service; or, provide any information to Heritage Makers that is false or misleading, that attempts to hide your identity, or that you do not have the right to disclose. Heritage Makers does not endorse any content placed on the website by third parties, or any opinions or advice, contained in such content.

VI. Copyrights

Heritage Makers is, unless otherwise stated, the owner of all copyright and data rights in the Service and its contents. Individuals who have posted works to this service are either the copyright owners of the component parts of that work, or are posting the work under license from a copyright owner or his or her agent, or otherwise as permitted by law. You may not reproduce, distribute, publicly display or perform, or prepare derivative works

based on any of the content, including any such works without the express, written consent of Heritage Makers, or the appropriate owner of copyright in such works. Heritage Makers does not claim ownership rights in your works or other materials posted by you to this service ("Content").

While Heritage Makers has an inspection process that helps flag potential copyright issues, this process may, or may not, be applied to your Content at Heritage Makers' sole discretion. Ultimately, you are responsible for your Content. As such, it is very important that you take the time to research the images and materials that you submit, and ensure that you keep any reference material on hand in case of a dispute regarding the ownership of your images and materials. If you are not sure about the legality of reference material you did not create, please contact Heritage Makers.

VII. Reporting Copyright Violations

Heritage Makers respects the intellectual property rights of others and expects you to do the same. At Heritage Makers' discretion, and in appropriate circumstances, Heritage Makers may remove Your Content submitted to this service, terminate your account and/or prevent access to this service, if Heritage Makers believes you may have infringed on the intellectual property rights of others. If you believe the copyright in your work, or in the work for which you act as an agent, has been infringed through this service, please contact Heritage Makers' Customer Support. Please provide substantially the following information, which Heritage Makers may then forward to the alleged infringer (see 17 U.S.C. 512 (c)(3) for further details):

- a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- b) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- d) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner.
- f) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

VIII. Trademark

All brand, product and service names used in this service which identify Heritage Makers, or third parties, and their products and services are proprietary marks of Heritage Makers and/or the relevant third parties. Nothing in this service shall be deemed to confer on any person, any license or right on the part of Heritage Makers, or any third party with respect to any such image, logo or name.

IX. Privacy

Heritage Makers has a firm commitment to safeguarding your privacy. Please review Heritage Makers' Privacy Policy. The terms of Heritage Makers' Privacy Policy are incorporated into, and form a part of, this Agreement.

X. International Considerations

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Such includes, but is not limited to, complying with all applicable laws regarding the transmission of technical data exported from the United States, or the country in which you reside, and decency laws in the locality in which you reside.

XI. Termination

You agree that Heritage Makers, in its sole discretion, may terminate your account, and remove and discard any content, for any reason, including and without limitation, the lack of Active Participation; or, if Heritage Makers believes that you have violated, or acted inconsistently, with the Agreement. Heritage Makers may also, in its sole discretion and at any time, discontinue providing the service, or any part thereof, with or without notice. You agree that any termination of your access to the service under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that Heritage Makers may immediately deactivate, or delete, your content and all related information and files. Heritage Makers reserves the right to bar any further access to such files or the service. You agree that Heritage Makers shall not be liable to you, or any third-party, for any termination of your access to the service. Paid accounts that are terminated will not be refunded.

XII. Indemnity

You agree to indemnify and hold Heritage Makers, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any alleged claim or demand. This includes reasonable attorney fees, made by any third party due to or arising out of your content, your use of the service, your connection to the service, your violation of this Agreement, or your violation of any rights of another. You are solely responsible for your actions when using this service, including, but not limited to, costs incurred for Internet access.

XIII. Availability

This service is provided by Heritage Makers on an “AS IS” and “AS AVAILABLE” basis, and Heritage Makers reserves the right to modify, suspend, or discontinue the service, in its sole discretion, at any time, and without notice. You agree that Heritage Makers is not, and will not be, liable to you for any modification, suspension or discontinuance of the service.

XIV. External Links

This service, or relevant third parties, may provide links to other websites or resources. Because Heritage Makers has no control over such sites and resources, you acknowledge and agree that Heritage Makers is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible, or liable, for any content, advertising, products, or other materials on, or available from, such sites or resources. You further acknowledge, and agree, that Heritage Makers shall not be responsible, or liable, directly or indirectly, for any damage or loss caused, or alleged to be caused by, or in connection with, use of or reliance on any such content, goods or services available on, or through, any such site or resource.

XV. Third Party Software

As a convenience, we may make third-party software available through the service. To use the third-party software, you must agree to the terms and conditions imposed by the third party provider. The agreement to use such software will be solely between you and the third-party provider. By downloading third-party software, you acknowledge, and agree, that the software is provided on an “AS IS” basis without warranty of any kind. In no event shall Heritage Makers be liable for claims, or damages of any nature, whether direct, or indirect, arising from or related to any third-party software downloaded through the service.

XVI. Disclaimer of Warranty and Limitation of Liability

HERITAGE MAKERS MAKES NO REPRESENTATIONS, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE, OR THE CONTENT OR PRODUCTS PROVIDED THROUGH THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. HERITAGE MAKERS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. HERITAGE MAKERS MAKES NO WARRANTY AS TO THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THIS SERVICE. YOU SPECIFICALLY ACKNOWLEDGE THAT HERITAGE MAKERS IS NOT LIABLE FOR YOUR DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT, OR SUCH CONDUCT BY THIRD PARTIES, AND YOU EXPRESSLY ASSUME ALL RISKS AND RESPONSIBILITY FOR DAMAGES AND LOSSES ARISING FROM SUCH CONDUCT. EXCEPT FOR THE EXPRESS, LIMITED REMEDIES PROVIDED HEREIN, AND TO THE FULLEST EXTENT ALLOWED BY LAW, HERITAGE MAKERS SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM USE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF HERITAGE MAKERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF, OR LIMITATIONS ON, CERTAIN WARRANTIES OR DAMAGES. THEREFORE, SOME OF THE ABOVE EXCLUSIONS, OR LIMITATIONS, MAY NOT APPLY TO YOU. IN NO EVENT SHALL HERITAGE MAKERS' S AGGREGATE LIABILITY TO YOU EXCEED THE AMOUNTS PAID BY YOU TO HERITAGE MAKERS PURSUANT TO THIS.

XVII. General Legal Terms

The Agreement constitutes the whole legal agreement between you and Heritage Makers and governs your use of this service, and completely replaces any prior agreements between you and Heritage Makers in relation to this service. You agree that if Heritage Makers does not exercise, or enforce, any legal right, or remedy, which is contained in the Agreement (or which Heritage Makers has the benefit of under any applicable law), this will not be taken to be a formal waiver of Heritage Makers' rights. Those rights, or remedies, will still be available to Heritage Makers. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of the Agreement is invalid, then that provision will be removed from the Agreement without affecting the rest of the Agreement. The remaining provisions of the Agreement will continue to be valid and enforceable. The Agreement and your relationship with Heritage Makers under the Agreement shall be governed by the laws of the State of Utah without regard to its conflict of laws provisions. You and Heritage Makers agree to submit to the exclusive jurisdiction of the courts located within the county of Utah County, Utah, to resolve any legal matter arising from the Agreement. Notwithstanding this, you agree that Heritage Makers shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. Further, by using this service, you agree that Heritage Makers, at its sole discretion, may require you to submit any disputes arising from the use of the service, or this Agreement, concerning or, including disputes arising from, or concerning their interpretation, violation, nullity, invalidity, non-performance or termination, as well as disputes about filling gaps in this contract, or its adaptation to, newly arisen circumstances, to final and binding arbitration under the International Rules of Arbitration of the American Arbitration Association, by one or more arbitrators appointed in accordance with the said Rules. Notwithstanding these rules, however, such proceeding shall be governed by the laws of the state as set forth above.

Terms of Purchase

Heritage Studio is an Internet service (the "Service") owned and operated by Heritage Makers, Inc. ("we", "our" or "us"). "You" or "your" means an adult user of the Service for yourself and you as parent or guardian for any minor who you allow to access the Service, for whom you will be held strictly responsible. Your failure to cancel this purchase within 3 days (10 days in Canada), or by your activating or using the Service, you designate that you agree with the service terms and conditions. If you do not agree with any of these terms and conditions,

cancel your purchase and do not use the Service. We may alter or amend this Agreement at our discretion and your continued use after any change, or your failure to notify us of your unwillingness to accept such changes indicates your acceptance of that change. If you don't want to be bound by a change, notify Heritage Makers and discontinue use of the Service.

- 1 **Activation and Security.** You have a right to cancel your purchase with Heritage Makers. Your failure to cancel this purchase within 3 days (10 days in Canada) is your acceptance of the terms of this contract. You must first activate your account to use the service. As part of the activation process, you will select a password. You must provide Heritage Makers Inc. with accurate, complete, and up-to-date registration information. Failure to do so will constitute a breach of this Agreement. During activation you must agree to the terms and conditions of using the Service. Registration as a user of or subscriber to any of the Sites or services provided on them results in your customer information being stored and processed in the United States, and you, in registering or subscribing, specifically consent to that storage and processing.
- 2 **Terms and Conditions.** Your failure to cancel this purchase within 3 days (10 days in Canada), or by your activating or using the Service, you designate that you agree with the service terms and conditions. Terms and conditions are viewable online under the "terms and conditions link." and are specifically adopted and incorporated into this agreement.
- 3 **Publishing Points and the Heritage Studio Service.** You may purchase points for publishing service associated with the Heritage Studio Service through a consultant. The Service may be used for photo upload, photo storage, digital editing, use of artistic templates, and custom publishing. Publishing Points expire 12 months from the original date of purchase. Terms related to the Heritage Studio Account and ongoing storage of photos and projects following the expiration of Service are available online at www.heritagemakers.com.
- 4 **Heritage Makers offers two membership programs:** 1) Premier Access, and 2) Club HM Membership (Bronze Level, Silver Level, or Gold Level). Your subscription to either of these programs will be automatically renewed through the payment option you selected based on the subscription program (annual, semi annual or monthly) you have chosen. Billing will be charged to the same credit card used on the original order; however, you may change the credit card on file by contacting customer service. Billing will be processed within 24 hours from the time your order is entered online (either by you or your consultant). Publishing points and access to Premier Art will be available to the account shortly thereafter. Premier memberships are paid in advance and end the last day of the 30-day period. Club HM memberships can be cancelled online at any time. Club HM memberships are charged on the 5th and the 20th of the month after the first purchase. If a billing problem occurs (for example a credit card transaction is denied) access to the account will be unavailable until the problem is resolved.
- 5 **Cancellations.** An initial subscription comes with the option to cancel within the first 3 business days after purchase and receive a full refund (10 days in Canada). The business day period begins on the day your order form for the subscription service is received by your consultant. If you subscribe to the service following a free or other trial period, that trial period takes the place of the 3 business day cancellation period. Cancellations during the 3 business day period must be made by providing the same information that you provided when you subscribed. Subscription may be modified or cancelled online or by calling Heritage Makers customer support. Cancellation of subscription after 3 business days from the original date of purchase stops billing of future payments, however no refund will be made on the original payment after 3 business days (10 days in Canada).
- 6 **Communications.** Heritage Makers will send electronic mail to you, for the purpose of informing you of changes or additions to the Service or of any Heritage Makers related products and services. It is your responsibility to provide Heritage Makers with your current email address. You may opt out of this notification service by replying to the electronic mail.

- 7 **Termination.** Should you breach this Agreement we will revoke your license to use the Service and suspend your right of access. In such a case, no portion of your subscription payment will be refunded.
- 8 **Modifications.** Heritage Makers, Inc. has the right, at its sole discretion, to modify this Agreement or the Service, including the Content of the Service, at any time. Changes in Service will be posted on Heritage Makers website under “Terms and Conditions.” You may cancel your subscription by calling Customer Services at Heritage Makers, Inc. (See section 5 regarding cancellation of subscription.) Your continued use of the Service following notice of any changes in this Agreement, or passage of one year without use of the Service following notice of any changes in this Agreement, (notice is given on your account) means that you have accepted and are bound by any changes in this Agreement.
- 9 **Privacy.** Your purchase of a Heritage Studio account and your use of the Service are subject to Heritage Makers Privacy Policy. See www.heritagemakers.com for details.
- 10 **Choice of Law.** This Agreement shall be construed, interpreted and performed exclusively according to the laws of the State of Delaware without giving effect to any principles of conflicts of law, and, as applicable, federal law.
- 11 **Limitation of Liability.** IN THE EVENT THAT WE ARE FOUND LIABLE TO YOU, YOU SHALL ONLY BE ENTITLED TO RECOVER ACTUAL AND DIRECT DAMAGES. BOTH YOU AND WE SPECIFICALLY AGREE AND CONSENT THAT IN THE EVENT OF ANY SUIT, ACTION, OR PROCEEDING ARISING UNDER OR RELATED TO THE AGREEMENT OR THE SERVICE THAT EACH PARTY’S DAMAGES SHALL BE LIMITED TO THE CONTRACT AMOUNT AND THAT NEITHER PARTY WILL SEEK ANY DAMAGES IN EXCESS OF SAID CONTRACT AMOUNT. WE SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE AND USE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE SERVICE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, EVEN IF WE OR OUR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO THE SERVICE THROUGH ACCIDENT, MISUSE, OR FRAUDULENT MEANS OR DEVICES BY YOU OR ANY THIRD PARTY, OR AS A RESULT OF ANY DELAY OR MISTAKE RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL.
- 12 **Arbitration Provision.** PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF DISPUTES THROUGH ARBITRATION INSTEAD OF COURT TRIALS AND CLASS ACTIONS. YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN COURT, NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. YOU WILL NOT BE ABLE TO BE PART OF ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE, OR BE REPRESENTED IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. ARBITRATION IS FINAL AND BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

YOU HEREBY AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING NOW OR IN THE FUTURE UNDER OR RELATING IN ANY WAY TO THIS AGREEMENT, OR TO THE SERVICE, REGARDLESS OF THE NATURE OF THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF), SHALL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE CLAIMS THAT ARE MADE AS COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR OTHERWISE.

ARBITRATION REPLACES THE RIGHT TO GO TO COURT, AND YOU THEREFORE AGREE TO WAIVE ANY RIGHT THAT YOU OR WE MIGHT OTHERWISE HAVE HAD TO A JURY TRIAL OR THE OPPORTUNITY TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY. NEITHER YOU NOR WE WILL BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL) TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY; NEITHER YOU NOR WE WILL BE ABLE TO PARTICIPATE

AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY; YOU AND WE FURTHER AGREE TO WAIVE ANY RIGHT TO ARBITRATION ON A CLASS OR REPRESENTATIVE BASIS, AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO PROCEED ON THAT BASIS. THIS MEANS THAT EVEN IF A CLASS ACTION LAWSUIT OR OTHER REPRESENTATIVE ACTION, SUCH AS THAT IN FORM OF A PRIVATE ATTORNEY GENERAL ACTION, IS FILED, ANY CLAIM BETWEEN US RELATED TO THE ISSUES RAISED IN SUCH LAWSUITS WILL BE SUBJECT TO AN INDIVIDUAL ARBITRATION CLAIM IF EITHER YOU OR WE SO ELECT.

You and we agree that this binding arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by and enforceable under the Federal Arbitration Act, 9 U.S.C. Â§1-16, as it may be amended.

This binding arbitration provision applies to any and all claims that you have against us, our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, and against all of their respective employees, agents, or assigns, or that we have against you; it also includes any and all claims regarding the applicability of this arbitration clause or the validity of the Agreement, in whole or in part.

The party filing a claim(s) in arbitration must file its claim(s) before the American Arbitration Association under the rules of such arbitration administrator in effect at the time the claim(s) was filed. Rules and forms may be obtained and claims may be filed at the American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605, 800-778-7879, www.adr.org.

All administrative fees and expenses of an arbitration will be divided equally between you and us, except that for claims of less than \$1,000, you will be obligated to pay \$25 and we will pay all other administrative costs and fees. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.

Any dispute you have arising from this Agreement or the Service shall be submitted to arbitration in Delaware, conducted in accordance with the commercial arbitration rules of the American Arbitration Association by a single arbitrator to be chosen in accordance with said rules. The arbitrator, applying Delaware law, without reference to its rules regarding choice of law, shall have the authority to grant any remedy that a court hearing the same case would have the authority to grant. The award or decision rendered by the arbitrator will be final and binding on you and any judgment may be entered thereon in any court having jurisdiction.

Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

*These terms of purchase are for your purchase of the Heritage Studio Service and associated Project Points only. Your use of the service is subject to additional terms of service located at www.heritagemakers.com. You will be required to separately agree to the Terms of Service in order to use the Service.

Right to Cancel

You may CANCEL this transaction, without any penalty or obligation, within THREE (3) BUSINESS DAYS (IN CANADA, TEN (10) BUSINESS DAYS) from the date listed on the front of this receipt. If you cancel, any property traded in, any payments made by you under the contract of sale and any negotiable instrument executed by you will be returned within TEN (10) BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract of sale; or you may, if you wish, comply with the

instructions of the seller regarding the return shipment of goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty (20) days of the seller's receipt date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations of this contract. To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice to the consultant listed on the front of this receipt.

HOW TO REACH US

FOR ORDERS & SIGN-UP:

(800) 982-3197 toll free

CUSTOMER SERVICE:

(800) 982-3189 toll free

24-HOUR FAX LINE FOR ORDERS & SIGN-UP:

(619) 934-3205

OUTSIDE USA:

(619) 934-3980

WEBSITES:

www.Youngevity.com or www.90forLIFE.com

EMAIL:

support@youngevity.com

ADDRESS:

2400 Boswell Road
Chula Vista, CA 91914